



Industrial Automation Division
1810 County Road XX
Rothschild, WI 54474 USA
Phone: +1.715.359.0551
Fax: +1.715.355.5948
www.lselectric.com
ISO 9001 Certified

CITY OF SANIBEL

Post Hurricane Ian Lift Station Control Panel Procurement - Phase 1

Specification: ITB-UT-1-2025/SK

Proposal Due Date: June 18, 2025



Proposal by:

L & S Electric, Inc.

Schofield, Wisconsin

Quotation No: 010782

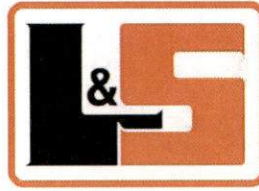


Proposal Due Date: June 18, 2025

Page 1 of 1

PROPOSAL TABLE OF CONTENTS

DOCUMENT	SECTION
Cover Letter	A
Bid Proposal	B
• Proposal Total Bid Price, pg. 1	
• Addenda Acknowledgement, pg. 2	
• Unit Price Proposal, pg. 3	
• Unit Price Proposal, pg. 4	
• Unit Price Proposal, pg. 5	
• Proposal Signature, pg. 6 (signed)	
• Addendum #1 (signed)	
• Addendum #2 (signed)	
• Addendum #3 (signed)	
Bid Bond (5% of total bid price)	C
Letter or statement from Bidder's Surety Company	D
Bidders Experience List (5 Years Minimum)	E
Bidders Clarifications & Exceptions	F
General Conditions of the Contract, Bidder's Markup	G
Bidders Certificate of Insurance (COI)	H



INTEGRATED SOLUTIONS
LEGENDARY SERVICE

Industrial Automation Division
1810 County Road XX
Rothschild, WI 54474 USA
Phone: 715.359.0551
Fax: 715.355.5948
www.lselectric.com
ISO 9001 Certified

COVER LETTER

June 16, 2025

City of Sanibel, Office of City Engineer
Publics Works Department
750 Dunlop Road
Sanibel, FL 33957

REFERENCE: Post Hurricane Ian Lift Station Control Panel Procurement – Phase 1
City of Sanibel Specification ITB-UT-1-2025/SK
L&S Quotation: Q010782

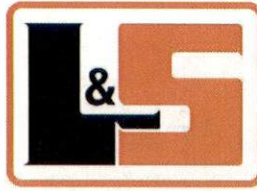
Thank you for considering L & S Electric, Inc. (L&S) for this opportunity.

We trust that you will find our proposal is both comprehensive and complete. Relevant information has been included to clearly illustrate our long experience and superior technical capabilities, and we are confident in our ability to provide the most cost effective and technically sound approach available. As such, we appreciate that all aspects of our proposal will remain confidential and will not be shared outside of the proposal evaluation team.

Our proposal is based upon the specification indicated scope of supply items for the Phase 1 panels. The benefit of this is our customers will be able to purchase spare parts thru L&S and/or the original equipment manufacturer as well. Our proposal is also based on our standard design concepts that have gained industry-wide acceptance and that have also been proven in many installations to date. Our goal is to leverage current technology where practical, and then apply that technology utilizing best engineering practices to ensure that the final design complies with industry standards and that it also meets or exceeds the end user's present and future needs.

Further, our offering complies with the specification except as explicitly stated in our proposal. Please note that we have documented several exceptions and clarifications to ensure a fair agreement, but I would like to reiterate that all aspects of our offering are open to discussion. Our goal is to clearly define the boundaries of our scope of supply, and at the same time deliver a system that meets or exceeds the customer's specified requirements.

We are confident that our collaborative project approach will offer a design of the highest reliability that will also provide optimum performance capabilities and cost-effective long-term support. When considering all aspects of the project, such as purchase price, equipment reliability, and the cost of support over the life of the product, the value offered by L&S is unparalleled.



INTEGRATED SOLUTIONS
LEGENDARY SERVICE

Industrial Automation Division
1810 County Road XX
Rothschild, WI 54474 USA
Phone: 715.359.0551
Fax: 715.355.5948
www.lselectric.com
ISO 9001 Certified

COVER LETTER

At L&S our corporate slogan is Integrated Solutions, Legendary Service and our commitment to customer partnerships is rooted in our understanding that our success is the result of satisfied clients. We further believe that our experience and technical capabilities relative to this opportunity, along with our large project experience, make L&S an ideal candidate for this project.

If you have questions or require additional information, please do not hesitate to contact us. We are willing to provide the information necessary to facilitate a thorough understanding of our offering, experience and capabilities.

We thank you for your consideration and we look forward to demonstrating the value of a partnership with L&S Electric.

Sincerely,

L & S ELECTRIC, INC.

Mark S. Schubring
Sales Territory Manager,
Industrial Automation Division
Phone: 715.241.3458
Cell: 715.551.5903
Email: mschubring@lselectric.com

PROPOSAL

CITY OF SANIBEL, FLORIDA

POST HURRICANE IAN LIFT STATION CONTROL PANEL PROCUREMENT PHASE 1

MAY 13, 2025 @ 2:30 PM

TO: CITY OF SANIBEL
Public Works Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by Tetra Tech, Inc. and the City of Sanibel for the **POST HURRICANE IAN LIFT STATION CONTROL PANELS PROCUREMENT PHASE 1** in the City of Sanibel, Florida hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for furnishing the equipment as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

Item	Quantity	Total Price
Post Hurricane Ian Lift Station Control Panel Procurement Phase 1	1	\$ 1,281,565.00
TOTAL BID IN WORDS		
<u>One Million, Two Hundred Eighty-One Thousand</u>		
<u>Five Hundred and Sixty-Five Dollars</u>		
(In words)		\$ <u>1,281,565.00</u>
		(In figures)
NAME OF SUBMITTING CONTRACTOR		
<u>L & S Electric, Inc.</u>		

TIME OF COMPLETION

The undersigned further agrees to complete the fabrication and delivery of such work, ready for continuous and satisfactory operation in all respects, within **FOUR HUNDRED (400)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted.

ADDENDA

Receipt of Addenda Nos. 3 is hereby acknowledged.

REQUIRED BID ITEMS

No.	Name	Page Reference
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete Proposal on form provided	Pages A-1 and P-1 through P-6
3	Complete Unit Price Proposal	Pages P-1 through P-6
4	Include Certified Check or Bid Bond 5% or more of total bid price	Pages A-1 and IB-3
5	Acknowledge issued addenda on page 2 of Proposal Form	Pages IB-2, P-2, GC-1
6	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Page IB-3
7	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum 5-years of experience	Page IB-4

UNIT PRICE PROPOSAL

ITEM NO.	DESCRIPTION	SHEETS	LS #	HP	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1	Shop Drawings/Approved Submittals				1	LS	\$44,485.00	\$44,485.00
2	Duplex Pump Station Control Panel (Power Panel)							
2A	240V, 1 phase, 2 HP to 10 HP Duplex Pump Control Panel (Power Panel)	E-301, E-311 to E-315	18	2	1	EA	\$12,910.00	\$12,910.00
			19	2.3	2	EA	\$13,050.00	\$26,100.00
			38					
			120	2.4	1	EA	\$13,050.00	\$13,050.00
			8	4	3	EA	\$13,313.33	\$39,940.00
			12					
			28					
			76	4.7	1	EA	\$13,375.00	\$13,375.00
			45	5	8	EA	\$13,373.75	\$106,990.00
			77					
			79					
			89					
			90					
			114					
			117					
			32					
			70	7.5	1	EA	\$15,350.00	\$15,350.00
			7	7.6	1	EA	\$15,350.00	\$15,350.00
			88	10	1	EA	\$15,130.00	\$15,130.00

UNIT PRICE PROPOSAL (continued)

ITEM NO.	DESCRIPTION	SHEETS	LS #	HP	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
2B	230V, 3 phase, 2 HP 10 HP Duplex Pump Control Panel (Power Panel)	E-301, E-321 to E-324	13	3	1	EA	\$13,905.00	\$13,905.00
			115	4.7	1	EA	\$14,180.00	\$14,180.00
			4	5	3	EA	\$14,180.00	\$42,540.00
			1					
			2					
			9	9.6	1	EA	\$14,885.00	\$14,885.00
			14	10	7	EA	\$14,882.14	\$104,175.00
			3					
			6					
			10					
			16					
			17					
			20					
2C	230V, 3 phase, 11 to 40 HP Duplex Pump Control Panel (Power Panel)	E-301, E-331 to E-335	5	15	1	EA	\$15,450.00	\$15,450.00
2D	480V, 3 phase, 2 HP to 10 HP Duplex Pump Control Panel (Power Panel)	E-301, E-341 to E-344	TBD	10	1	EA	\$15,590.00	\$15,590.00
2E	480V, 3 phase, 11 to 40 HP Duplex Pump Control Panel (Power Panel)	E-301, E-351 to E-355	55	20	1	EA	\$16,410.00	\$16,410.00
			54	15	1	EA	\$16,235.00	\$16,235.00
2F	208V, 3 phase, 2 HP to 10 HP Duplex Pump Control Panel (Power Panel)	E-301, E-361 to E-364	94	5	4	EA	\$14,180.00	\$56,720.00
			118					
			119					
			46					
			97	10	1	EA	\$14,880.00	\$14,880.00

UNIT PRICE PROPOSAL (continued)

ITEM NO.	DESCRIPTION	SHEETS	LS #	HP	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
3	Duplex Pump Station Control Panel (Controls Panel)							
3A	Duplex Pump Control Panel (Controls Panel) Panel	E-302, E-371 to E-373	1, 2, 3, 4, 6, 9, 10, 13, 14, 16, 17, 20, 46, 94, 97, 115, 118, 119		18	EA	\$11,924.17	\$214,635.00
3B	Duplex Pump Control Panel (Controls Panel) With VFD Keypad	E-302, E-371 to E-373	8, 7, 12, 18, 19, 28, 32, 38, 45, 70, 76, 77, 79, 88, 89, 90, 114, 117, 120,		19	EA	\$12,350.26	\$234,655.00
3C	Duplex Pump Control Panel (Controls Panel) With RVSS Keypad	E-302, E-371 to E-373	5, 54, 55		3	EA	\$12,135.00	\$36,405.00
4	Termination Cabinet	E-303	All		40	EA	\$2,209.75	\$88,390.00
5	Vented Pedestal Box	E-303	All		40	EA	\$1,995.75	\$79,830.00
TOTAL								\$1,281,565.00

Respectfully submitted,

L & S Electric, Inc.

Contractor

(Individual ☐) (Partnership ☐) or (Corporation ☒)

(SEAL)

Signed Soroush Adib

Name (print) Soroush Adib

Title Vice President of Sales & Marketing

Address 5101 Mesker Street

City/State Schofield, WI 54476

Telephone 715-241-3248

Fax 715-355-5931

Email sadib@lselectric.com

DATE:

June 16, 2025

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.



City of Sanibel

Addendum 1: May 6, 2025 ITB-UT-1-2025/SK

ADDENDUM NO. 1

May 6, 2025

RE: Post Hurricane Ian Lift Station Control Panel Procurement Phase I
(ITB-UT-1-2025/SK) Proposal due date: June 18, 2025 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: What SCADA software the city is currently using? And what version?

Response No. 1: The SCADA on the CITY side will be done under a separate scope and contract at a future date.

Question No. 2: The specs are very specific about the hardware for the RTU panels but not for the SCADA Integrations. Is the customer integration this stations to the city SCADA system?

Response No. 2: The SCADA on the CITY side will be done under a separate scope and contract at a future date.

Question No. 3: Are these panels installed as part of this project?

Response No. 3: Installation will be under a separate scope and contract at a future date.

Question No. 4: What does site testing include?

Response No. 4: Site testing will not be included at this time with these panels. Installation of panels is not included in this scope. Site testing may be added under a separate scope and contract at a future date. Panels shall be factory tested prior to shipping. All components within Power Panel and Control Panel shall be tested.

Question No. 5: Who will be creating and uploading program; If not us, how is FAT possible without program?

Response No. 5: Provide a standard PLC test program to test the Control Panel I/O (Simulate the inputs for floats for testing purposes). The creation of the full lift station program will be by others under a separate scope.

Question No. 6: Start-up mandatory for every station?

Response No. 6: Start-up will be under a separate scope and contract at a future date.

Question No. 7: Are there CAD drawings available?

Response No. 7: CAD drawings can be provided to the manufacturer awarded the control panel procurement contract bidder for their use. However, these are engineering drawings and are not panel shop drawings. Manufacturer awarded the control panel procurement contract shall provide shop drawings for review prior to manufacturing of the panels.

Question No. 8: What is the purpose of the pedestal box? If for terminal box containing intrinsically safe barrier, no mention of any connections going to or from box.

Response No. 8: Pedestal box will be mounted below the terminal box and will provide vented air gap between where conduits from the wet well and terminal box interconnect. Pump, Float, RADAR cables will be in "free air" within the vented pedestal when installed in the field. Pedestal box will be provided to be installed by a future contractor.

Question No. 9: Shop drawings/samples - 3 samples of each item to supply and ship at our expense seems excessive. Is this absolutely necessary?

Response No. 9: No samples are required for items listed under Division 16 or Division 17.

Question No. 10: Is UL sufficient or is NRTL (specific testing required?)

Response No. 10: UL listing is sufficient. Panels shall bear UL 508A and UL 698A listings.

B. PROJECT MANUAL

1. The proposal due date has been extended and is now June 18, 2025, at 2:30 PM. Bidder questions have also been extended with questions now due June 9, 2025, at 5:00 PM.

C. ATTACHMENTS

D. ACKNOWLEDGEMENT OF ADDENDA

- a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
- b. All other terms, conditions and specifications of ITB-UT-0-2025/SK remain the same.
- c. Receipt acknowledged by:

Mark Schubring

6/17/2025

Authorized Signature & Date Signed

Sales Territory Manager

Title

L & S Electric, Inc.

Name of Firm



City of Sanibel

ADDENDUM NO. 2

June 3, 2025

RE: Post Hurricane Ian Lift Station Control Panel Procurement Phase I
(ITB-UT-1-2025/SK) Proposal due date: June 18, 2025 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Section 01340, 1.05: Working Drawings

Reference: Item A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework for underpinning, and for such other work as may be required for construction but does not become an integral part of the Project. Please confirm that per the above specification provided definition, the supply of the "Working Drawings" and the required signing of those drawing by a Professional Engineer is not required.

Response No. 1: Working Drawings are not a part of this project scope.

Question No. 2: Section 16480, 1.02: Work Included

Reference: Item A.1: Design, fabricate, factory test, deliver, site test, commission, provide training for, etc., all control system components and assemblies as required to provide a fully functional Lift Station Control package. Please confirm that the site test, commission, provide training for, etc., is not required as part of the panel supply contract.

Response No. 2: Design, fabricate, factory test, deliver required as a part of this scope.

- Question No. 3: **Section 16480, 1.02: Work Included**
Reference: Item A.2: Provide training to Operations staff per contract requirements. With the PLC program being provided by others, please confirm that per the training is not required as part of the panel supply contract
- Response No. 3: On-site Training not a part of this project scope.
- Question No. 4: **Section 16480, 1.02: Work Included**
Reference: Item A.3: Provide O&M manuals. Typically, the O&M Manuals provide descriptions of system operations. Please confirm that the panel supply contract is to only provide the equipment cut sheets (Product Literature) and FAT documents in order to satisfy this requirement.
- Response No. 4: O&M manuals shall have equipment cut sheets (Product Literature), FAT documents, warranty information as well as wiring diagrams and equipment layouts of panels.
- Question No. 5: **Section 16480, 1.02: Work Included**
Reference: Item A.4: Provide detailed system operations and maintenance manuals. Typically, the O&M Manuals provide descriptions of system operations. Please confirm that the panel supply contract is to only provide the equipment cut sheets (Product Literature) and FAT documents in order to satisfy this requirement.
- Response No. 5: O&M manuals shall have equipment cut sheets (Product Literature), FAT documents, warranty information as well as wiring diagrams and equipment layouts of panels.
- Question No. 6: **Section 16480, 1.02: Work Included**
Reference: Item A.5: Provide on-site assistance, direction, and coordination during installation, functional check-out, startup, and commissioning of systems, and as needed through project closeout. With the PLC and SCADA system being provided by others, please provide an onsite support duration for this service for quoting purposes, if it's to be provided as part of the panel supply contract.
- Response No. 6: On-site services are not a part of this project scope.
- Question No. 7: **Section 16480, 1.05: Quality Assurance**
Reference: Item A.1: The vendor shall employ and provide a qualified on-site specialist experienced in the design, installation, and operation of the supplied control equipment for either a minimum of five years or five separate projects. This experience shall include managing programming, testing, commissioning, and training tasks for the packaged control system. Please verify that the services indicated A.1 are not required as part of the panel supply contract.

Response No. 7: On-site services are not a part of this project scope.

Question No. 8: **Section 16480, 1.05: Quality Assurance**

Reference: Item A.2: Provide the names and qualifications for three full time employees qualified to support the installed packaged control system after formal acceptance. Please provide more information on what "support" is to be provided?

Response No. 8: Support will reference over the phone support for warranty and troubling shooting in the field equipment issues.

Question No. 9: **Section 16480, 1.05: Quality Assurance**

Reference: Item A.3: Provide experienced training personnel for the required operations and maintenance training courses. Typically, the training personnel are provided by the same contractor as supplying the automation system configuration and programming. Please verify that the training personnel supply are by the system supplier (section 16480, section 3.04) not part of the panel supply contract.

Response No. 9: Training personnel supply are not a part of this scope.

Question No. 10: **Section 16480, Item 2.03 Control Panel Electrical**

Reference item A: Control Panel shall be built to the standards of UL 508A/698A. Panel shall bear mark stating "Listed Enclosed Industrial Control Panel" per UL 508A or 698A. Please indicate the applicable panels, the UL 698A Class and the group that those panels are to be certified to.

Response No. 10: UL 698A is in reference to the installation of float and level transducers within wastewater lift station (CLASS I). The actual panels will not be within hazardous locations; however, the panels will require intrinsically safe circuits.

Question No. 11: **Section 16480, Item 3.03 Installation, Calibration, Checkout**

Reference Item A. Checkout: The Vendor shall inspect the control system installation and shall certify the completed installation meets the vendor's installation requirements. With the onsite services being largely dependent on the installation services being provided by others, please provide an onsite duration period that the panels will be installed in order for this service to be quoted.

Response No. 11: Onsite services are not a part of this scope. Onsite services may be requested as a separate scope in the future.

- Question No. 12: **Section 17250, 1.02: Work Included**
Reference: Item A.1: Design, fabricate, factory test, deliver, site test, commission, provide training for, etc., all control system components and assemblies as required to provide a fully functional Lift Station Control package. Please confirm that the site test, commission, provide training for, etc., is not required as part of the panel supply contract.
- Response No. 12: Site test, commission, provide training for, etc., is not required are not a part of this scope.
- Question No. 13: **Section 17250, 1.02: Work Included**
Reference: Item A.2: Provide training to Operations staff per contract requirements. With the PLC program being provided by others, please confirm that per the training is not required as part of the panel supply contract.
- Response No. 13: Training is not a part of this scope.
- Question No. 14: **Section 17250, 1.02: Work Included**
Reference: Item A.3: Provide O&M manuals. Typically, the O&M Manuals provide descriptions of system operations. Please confirm that the panel supply contract is to only provide the equipment cut sheets (Product Literature) and FAT documents in order to satisfy this requirement.
- Response No. 14: O&M manuals shall have equipment cut sheets (Product Literature), FAT documents, warranty information as well as wiring diagrams and equipment layouts of panels.
- Question No. 15: **Section 17250, 1.02: Work Included**
Reference: Item A.4: Provide detailed system operations and maintenance manuals. Typically, the O&M Manuals provide descriptions of system operations. Please confirm that the panel supply contract is to only provide the equipment cut sheets (Product Literature) and FAT documents in order to satisfy this requirement
- Response No. 15: O&M manuals shall have equipment cut sheets (Product Literature), FAT documents, warranty information as well as wiring diagrams and equipment layouts of panels
- Question No. 16: **Section 17250, 1.02: Work Included**
Reference: Item A.5: Provide on-site assistance, direction, and coordination during installation, functional check-out, startup, and commissioning of systems, and as needed through project closeout. With the PLC and SCADA system being provided by others, please provide an onsite support duration for this service for quoting purposes, if it's to be provided as part of the panel supply contract.

Response No. 16: Onsite services are not a part of this scope. Onsite services may be requested as a separate scope in the future.

Question No. 17: **Section 17250, 1.05: Quality Assurance**

Reference: Item A.1: The vendor shall employ and provide a qualified on-site specialist experienced in the design, installation, and operation of the supplied control equipment for either a minimum of five years or five separate projects. This experience shall include managing programming, testing, commissioning, and training tasks for the packaged control system. Please verify that the services indicated A.1 are not required as part of the panel supply contract.

Response No. 17: Onsite services are not a part of this scope. Onsite services may be requested as a separate scope in the future

Question No. 18: **Section 17250, 1.05: Quality Assurance**

Reference: Item A.2: Provide the names and qualifications for three full time employees qualified to support the installed packaged control system after formal acceptance. Please provide more information on what "support" is to be provided?

Response No. 18: Support will reference over the phone support for warranty and troubling shooting in the field equipment issues

Question No. 19: **Section 17250, 1.05: Quality Assurance**

Reference: Item A.3: Provide experienced training personnel for the required operations and maintenance training courses. Typically, the training personnel are provided by the same contractor as supplying the automation system configuration and programming. Please verify that the training personnel supply are by the system supplier (section 16480, section 3.04) not part of the panel supply contract.

Response No. 19: Training personnel supply is not a part of this scope.

Question No. 20: **Section 17250, Item 2.03 Control Panel Electrical**

Reference item A: Control Panel shall be built to the standards of UL 508A/698A. Panel shall bear mark stating "Listed Enclosed Industrial Control Panel" per UL 508A or 698A. Please indicate the applicable panels, the UL 698A Class and the group that those panels are to be certified to.

Response No. 20: UL 698A is in reference to the installation of float and level transducers within wastewater lift station (CLASS I). The actual panels will not be within hazardous locations, however the panels will require intrinsically safe circuits

- Question No. 21: **Section 17250, Item 3.03 Installation, Calibration, Checkout**
Reference Item A. Checkout: The Vendor shall inspect the control system installation and shall certify the completed installation meets the vendor's installation requirements. With the onsite services being largely dependent on the installation services being provided by others, please provide an onsite duration period that the panels will be installed in in order for this service to be quoted.
- Response No. 21: Onsite services are not a part of this scope. Onsite services may be requested as a separate scope in the future
- Question No. 22: Please provide or point me in the right direction of the hp and voltage for the 41 Lift Stations in bid package.
- Response No. 22: See pages P-3, P-4, and P-5 of the bid package for the Unit Price Proposal breakdown which includes hp and voltage of each Lift Station.
- Question No. 23: Are Eaton circuit breakers and motor starters acceptable ?
- Response No. 23: Eaton circuit breakers and motor starters are acceptable (Starters must be NEMA type not IEC type)
- Question No. 24: Are Schafer enclosures o.k. ?
- Response No. 24: Schafer enclosures are acceptable.
- Question No. 25: Are Toshiba VFD's o.k.?
- Response No. 25: VFD's shall have no exceptions.
- Question No. 26: Is start-up and commissioning required for each panel?
- Response No. 26: Start-up and commissioning not a part of the scope.

B. PROJECT MANUAL

1. Table of Contents: Replace with attached revised version.
Revisions: Added "Lift Station Control Panel Replacement Grant Agreement Standard Terms and Conditions (FDEP Agreement HA037)"
2. Florida DEP Standard Terms and Conditions Applicable to Grant Agreements: Add to Contract Documents.
Applicable Sections (See yellow highlighted Paragraphs):
Paragraph 22. Statutory Notices Relating to Unauthorized Employment and Subcontracts
Paragraph 23. Compliance with Federal, State and Local Laws

C. ATTACHMENTS

1. Table of Contents
2. Florida DEP Standard Terms and Conditions Applicable to Grant Agreements

D. ACKNOWLEDGEMENT OF ADDENDA

- a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
- b. All other terms, conditions and specifications of ITB-UT-0-2025/SK remain the same.
- c. Receipt acknowledged by:

Mark Schulbring

6/17/2025

Authorized Signature & Date Signed

Territory Sales Manager

Title

L & S Electric, Inc.

Name of Firm

POST HURRICANE IAN LIFT STATION CONTROL PANEL PROCUREMENT PHASE 1

TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Advertisement for Bids	A-1
Information for Bidders	IB-1
Proposal Form	P-1
Specimen Form of Contract	CF-1
Specimen Form of Contract Performance and Payment Bond	CF-3
Specimen Form of Periodic Estimate for Partial Payment	CF-6
Specimen Form of Contractor's Certificate	CF-9

GENERAL CONDITIONS

Contract Documents	GC-1
Owners-Contractor-Engineer Relations	GC-4
Materials, Equipment & Workmanship	GC-8
Insurance, Legal Responsibility & Safety	GC-12
Progress and Completion of Work	GC-17
Payments to Contractor	GC-20
Control of Work	GC-24

FLORIDA DEP STANDARD TERMS AND CONDITIONS APPLICABLE
TO GRANT AGREEMENTS

14 Pages

REQUIRED CONTRACT PROVISIONS

RP-1

TECHNICAL SPECIFICATIONS

DIVISION 1 GENERAL REQUIREMENTS

01010	Summary of Work	01010-1
01150	Measurement and Payment	01150-1
01340	Shop Drawings, Working Drawings, and Samples	01340-1

DIVISION 16 ELECTRICAL

16480	Duplex Lift Station Pump Control Panel (Power Panel) and Terminal Cabinet	16480-1
-------	---	---------

DIVISION 17 INSTRUMENTATION AND CONTROLS

17250	Duplex Lift Station Pump Control Panel (Controls Panel)	17250-1
-------	---	---------

ADDITION TECHNICAL INFORMATION

Post Hurricane Ian Lift Station Control Panel Procurement Phase 1 Plans (Included by Reference)	37 Sheets
--	-----------

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. **Procuring Signs:** Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vfsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



City of Sanibel

ADDENDUM NO. 3
June 13, 2025

RE: Post Hurricane Ian Lift Station Control Panel Procurement Phase I
(ITB-UT-1-2025/SK) Proposal due date: June 18, 2025 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Is there a pre-bid meeting?

Response No. 1: There is no pre-bid meeting for this project.

Question No. 2: Would you accept a single-phase rated VFD, sized for 1X the pump HP since it has already been derated by the manufacturer for single-phase applications?

- Single-Phase Derating for GA500

<https://solutioncenter.yaskawa.com/selfservice/viewContent.do?externalId=13131&sliceId=1>

- Single-Phase V1000 Tables

<https://solutioncenter.yaskawa.com/search/documents/10838/>

Response No. 2: GA500 by Yaskawa is acceptable.

Question No. 3: Would you accept GA500 as an alternative to V1000 to allow standardization for all pump HP sizes and to align with Yaskawa's next-generation product?

- V1000 Series is being discontinued and is limited to 5HP with single-phase input. Though larger sizes are allowed by the manufacturer with derate, they are NOT UL listed.

Response No. 3: GA500 by Yaskawa is acceptable.

Question No. 4: Would you accept 120VAC as an alternative control voltage to 24VAC?
Response No. 4: Control voltage shall be 24VAC.

Question No. 5: Would you accept utilizing a TRIO combo UPS/Power Supply in the Duplex Pump panel vs. separate components in the PLC and Duplex panels?

- 8536S Motor Starters and Altistart 22's will require interposing relays for control circuitry, since they don't support a North American 24VAC Coil/Control Circuit for these components.
- Recommend allowing 120VAC or hybrid 120VAC/24VDC control circuitry in the Duplex Pump panels, eliminating the need for an additional control transformer and interposing relays as applicable.
- Power Supply and UPS are split between the PLC and Duplex Pump panels, but the door light is the only device excluded from the UPS circuitry.
- Recommend consolidating UPS and PLC to the TRIO Series Power Supply/UPS combination unit, reducing complexity and cost, and allowing 24VDC control circuitry in the Duplex Panel if permissible.
- Documentation:
 - 8536S – Digest for available Coil voltages
[https://www.productinfo.schneider-electric.com/nadigest/5c51d645347bdf0001f1f280/Master/17716_MAIN%20\(bookmap\)_0000062583.xml/\\$/17716030_64803](https://www.productinfo.schneider-electric.com/nadigest/5c51d645347bdf0001f1f280/Master/17716_MAIN%20(bookmap)_0000062583.xml/$/17716030_64803)
 - Altistart 22 – Catalog with available control voltages
https://download.schneider-electric.com/files?p_DocRef=DIA2ED2140606EN&p_enDocType=Catalog&p_FileName=DIA2ED2140606EN.pdf
 - Combination UPS/Power Supply Unit, TRIO series from Phoenix Contact
<https://www.phoenixcontact.com/en-us/products/uninterruptible-power-supply-trio-ups-2g-1ac-24dc-20-1105556>

Response No. 5: 24VDC UPS can be provided in the duplex control panel. Combo unit is acceptable.

- Question No. 6: Would you accept Saginaw as an alternative enclosure manufacturer?
- Saginaw is of similar quality at a reduced cost, for the Termination J-Boxes and associated Pedestals. The following Saginaw specifications meet or exceed all Hoffman-equivalent specifications.

0.075 In. stainless steel Type 316/316L.
3-point latching mechanism.
Collar studs 3/8-16 provided for mounting optional panels.
Flange trough collar around all sides of door opening
Ground stud on door and body.
Mounting hardware, sealing washer and hole plug included.
Mounting holes in back of enclosure for wall mounting.
Pour in place oil & water resistant gasket
Removable and interchangeable doors.
Removable print pocket.
Seams continuously welded and ground smooth.
Stainless steel concealed hinges.

Holes and Cutouts Per Print
Provision For 45.00 x 33.00 Subpanel
Provision For Dead Front
Provision For Sun Shield In Top
Provision For Drain Breather In The Bottom
Provision For Light
send approval drawings
Handle, Padlocking - 5in. - Black

- Response No. 6: Saginaw is acceptable.

- Question No. 7: Would you accept LED PTT pilot lights vs. incandescent?
- Proposed are the 800T series variable voltage push-to-test LED Pilot Lights from Allen Bradley.
<https://literature.rockwellautomation.com/idc/groups/literature/documents/td/800-td009-en-p.pdf>

- Response No. 7: Provide LED pilot lights.

- Question No. 8: Regarding the LS Control Panel scope; has the design team selected the panel OEM? Will the city accept an alternate panel OEM?

- Response No. 8: The design team has not selected the panel OEM.

- Question No. 9: Is the control panel scope procurement to be by owner (City) or by the winning GC? Construct Connect (CC) is not indicating any bidders or GCs as bidders?

- Response No. 9: Owner intends to procure the control panel scope from the qualified, successful bidder which may be either a General Contractor or an OEM.

- Question No. 10: Has the design team selected the HP, model and or submersible pump manufacturer in the specs?

- Response No. 10: Pump HP is provided in the Bid Sheet. Submersible pumps are existing and not being replaced.

PROJECT MANUAL

No changes.

B. ATTACHMENTS

None.

C. ACKNOWLEDGEMENT OF ADDENDA

- a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
- b. All other terms, conditions and specifications of ITB-UT-0-2025/SK remain the same.
- c. Receipt acknowledged by:

Mark Schubring

6/17/2025

Authorized Signature & Date Signed

Sales Territory Manager

Title

L & S Electric, Inc.

Name of Firm

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

L&S Electric, Inc.
5101 Mesker Street
Schofield, WI 54476

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800
Kansas City, MO 64105

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

BOND AMOUNT: \$

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Post Hurricane Ian Lift Station Control Panel Procurement Phase I

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of June, 2025

L&S Electric, Inc.

(Principal)

(Seal)

(Witness)

Sinem Nava

(Witness) Sinem Nava

By:

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

By:

(Title) James Moore

Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sinem Nava Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James Moore Attorney-in-Fact, of the Swiss Re Corporate Solutions

America Insurance Corporation who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Swiss Re Corporate Solutions America Insurance Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 18th day of June, 2025.

Sinem Nava

Notary Public

Sinem Nava

My Commission expires:

August 28, 2025



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: James Moore

Principal: L&S Electric, Inc.

Obligee: City of Sanibel

Bond Description: Post Hurricane Ian Lift Station Control Panel Procurement Phase I

Bond Number: Bid Bond

Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of June, 2025.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC



HUB International Midwest

1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 468-5600
www.hubinternational.com

June 16, 2025

L&S Electric, Inc.
5101 Mesker Street
Schofield, WI 54476

Attn: City of Sanibel

Re: Pre-Qualification for Bonding- Post Hurricane Ian Lift Station Control Panel Procurement Phase I

L&S Electric, Inc. is a highly regarded client of Swiss Re Corporate Solutions America Insurance Corporation ("Swiss Re"). We are privileged to provide bonds for L&S Electric, Inc. and throughout our relationship, their financial strength and management capabilities have qualified them for bonding on all projects which they have chosen to undertake.

At the present time, Swiss Re provides L&S Electric, Inc. with a bonding capacity which supports single bonds up to \$10 million and an aggregate work program of \$35 million. We are supportive of L&S Electric, Inc.'s pursuit of the aforementioned project. Favorable consideration would be given to increasing this amount should the opportunity arise.

We may comment only favorably on the ability of L&S Electric, Inc. As is customary within the surety industry, the issuance of any final bonds is always contingent upon satisfactory underwriting review at the time a request for bonds is made. This review may include, but is not limited to, the acceptability of the contract documents, bond forms and financing. It should be understood that any arrangement for surety bonds is a matter strictly between L&S Electric, Inc. and Swiss Re. We assume no liability to third parties or to you by the issuance of this letter.

Should you desire more information on our bonding relationship with L&S Electric, Inc. please do not hesitate to contact me.

Sincerely,

Hub International

A handwritten signature in black ink, appearing to read "Jim Moore", written over a horizontal line.

Jim Moore, Attorney-In-Fact

City of Sanibel
Publics Works Department
Specification ITB-UT-1-2025/SK
L&S Quotation: Q010782



Power Control Solutions
1810 County Road XX
Rothschild, WI 54474 USA
Phone: 715.359.3155
Fax: 715.355.5948
Web: www.lselectric.com
ISO 9001 Certified

Proposal Due Date: June 18, 2025

Page 1 of 1

EXPERIENCE LIST

The attached experience list depicts some of the projects that L & S Electric, Inc. (L&S) has provided over the 42 years since it was founded in 1983. The experience list provided indicates some of the many L&S built control panels supplied as part of the L&S engineered hydro automation control systems upgrades. Many of the listed projects had multiple control cabinets as L&S's typical supply is a control cabinet for each governor, a control cabinet for each unit automation and a control cabinet for each plant automation indicated, in addition to a control cabinet for protection panel that were not included in the experience list. L&S Electric is a UL508A listed control panel manufacture.

Additional information on any of the project control panel indicated on our experience list is available upon request.

Project No	Order Date	Client	Project	Plant Name	Unit, if applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
MAEHL70	03/18/24	Hidroelectrica Choloma, S.A.	ROR Modernization of Choloma	Choloma	U1		1			1	L&S Electric will upgrade the control system of Choloma so they can apply for Spinning Reserve proegam (ROR). The upgraded systems included Plant Control, Governor System, and Reservoir Contol.
MAEGX70	10/30/23	Rochester Public Utilities	Lake Zumbro Hydroelectric Generating Plant Upgrade, Turnkey Supply	Lake Zumbro	1,2	MN	2	1		2	The project supplied a new plant controller, two (2) new unit controllers with bearing vibration monitoring, temperature monitoring and governor functionality, two new 400 amp exciters (all in the same enclosure), two new excitation power transformers, two new N-Series 35 gallon high pressure hydraulic power units, two new hydraulic cylinders w/ integral MLDTs, two new high resistance neutral grounding cabinets, a new head water level monitoring probe, a new tail water level monitoring probe, two new unit speed signal generating systems (existing speed disk) and a SEL GPS system with external antenna for system time synchronization all on a turnkey basis. Additionally, engineering services to evaluate the 125Vdc station battery system for compliance with IEEE-485 and a maintenance laptop is also provided.
MAEEM80	07/11/22	UP Power Company (UPPCO)	Victoria Automation Upgrade	Victoria	1,2	MI	2			2	The project is for the design and supply of two (2) new automation systems with governor and unit vibration monitoring functionality, new unit protection, new generator step-up transformer protection, new generator lead termination cabinets, new neutral grounding cabinets, new hydraulic power units and new wicket gate hydraulic cylinders. The customer will be installing the equipment in two separate installations, one per unit to minimize total plant outage durations. Once the equipment is installed, L&S will then commission the equipment. For this project, the PCS division developed the bid specification in which PCS plus four other bidders all bid too. The customer thought this process worked very well and said he looks forward to continuing doing this with the next UPPCO hydro plant (TBD).
MAEDJ00	10/29/21	Hidroelectrica Secacao, S.A.	Secacao, Candelaria and Choloma Hydroelectric Project Modernization	Secacao, Candelaria and Choloma	U1, U1,U1		2		4	2	
MAEDI60	10/15/21	Irrigation Canal Power Co-Operative	Raymond and Chin Chute Governor Upgrades	Raymond & Chin Chute	U1, U1	AB	2			2	IRRICAN Power issued a PO to L&S Electric to upgrade the governor and unit control cabinet that L&S provided for these two plants back in the 1990's. The project also included commissioning, spare parts and training.
MAEBO80	01/21/21	Oconto Electric Cooperative	Stiles Hydro Plant Automation Upgrade	Stiles Hydro	1&2	Wisconsin	2	1		2	Oconto Electric Co-Op, based on L & S Electric's PCS division's history of Honoring Commitments and Delivering Results, awarded PCS with the Stiles Hydro plant controls upgrade project. This project provided a replacement balance of plant automation control system, two (2) unit control automation systems that include Kaplan governor control functionality (wicket gate & Kaplan blade control), provided a Schweitzer Engineering Laboratories Real Time Automation Controller (RTAC), bridging the communication between the previously supplied generator protection relays and the new unit control automation systems, and provided two (2) new AES-110 full static, 200 amp excitation systems. Additionally, the project provided two (2) new high pressure hydraulic wicket gate cylinders to replace the existing electric actuators and supplied a new, dual pressure, common hydraulic power unit (HPU). The dual pressure, common HPU allowed the reuse of the two unit's existing low pressure Kaplan turbine blade hydraulic cylinders with the new high pressure wicket gate hydraulic cylinders while minimizing the required floor space in a small, limited floor space hydro plant. After a successful customer witness test, the equipment shipped from the PCS division early August 2021 and will be commissioned late September 2021.
MAEBO70	01/25/21	FortisBC	Waneta Generating Station Unit 3 ULE	Waneta Generating Station	3	BC	1			1	As part of the Upgrade and Repowering of the Turbinne and Generator, FortisBC awarded the contract to L&S to upgrade the Governor Control Cabinet, Electro-hydraulic retrofit of the main distributing valve, replacement of the redudnant governor oil pumps, servo position and speed sensing, instruments for HPU and Accumulator tank, Generator Protection systems, Installation documentation, commissioning and training.
MAEBE60	10/07/20	Northwest Territories Power Corp.	Taltson - Governor and Station PLC Upgrades	Taltson Hydro Station	1	NT	1			1	As part of the Unit Repowering project, NTPC contracted L&S to upgrade the governor controller and unit control. Installation Engineering, commissioning and training were also part of the scope
MAEBB60	09/25/20	City of Thief River Falls	Hydro Plant Unit #2 Rehabilitation	Hydro Plant	2	MN	1			1	The project utilized the talents of L&S's Onsite Services division, L&S's Power Services division and L&S's Power Control Solutions division along with two subcontractors to provide a new unit turbine shaft, rehabilitate the turbine bearings, rewind the generator, provide new plant protective relaying, a new unit automation system, a new unit governor with new high pressure hydraulic power unit (HPU), a new unit exciter, and new unit protection all on a turnkey basis.

Project No	Order Date	Client	Project	Plant Name	Unit, if applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
MW68310	11/22/19	Columbia Power	Expansion Controls Upgrade	Brilliant Expansion Generating Station		BC	1	1		1	
MW65910	02/25/19	FortisBC	Waneta Generating Station Unit 3 ULE Engineering Services (T&M)	Waneta Generating Station	3	British Columbia	1			1	
MW65550	01/15/19	Cloverland Electric Cooperative	Excitation, Governor and Protection Relay Upgrades	Sault Ste. Marie Hydro Plant	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70.	MI	55			55	The project consists of the turnkey supply of seventy-four (74) new LS-AES-FS-EXC-DT-200 excitation systems with new excitation power transformers (EPT), seventy-four (74) new protective relay systems, seventy-four (74) new unit control cabinet replacement doors with operator interface device (OID) and pilot devices, fifty (55) governor retrofit upgrade kits providing manifolds with new proportional valves and shutdown solenoids, and four (4) new 125 Vdc battery systems. The equipment upgrades will allow Cloverland to improve their voltage control and frequency control that was not possible with the existing 30-year-old equipment.
MW64400	10/26/18	Lake Lynn Generation LLC	Governor	Lake Lynn	1	PA	1			1	The project supplied a site kickoff meeting, a unit automation system with governor functionality, a 70 gallon "N" series HPU with dual pumps, a hot swappable dual filtration system, an L&S-200 main distributing valve with an L&S-standard manifold, two (2) new hydraulic cylinders with one (1) cylinder having a servomotor position feedback transmitter and a zero position limit switch, and a speed sensing system (speed gear with 2 proximity probes).
MW62400	05/25/18	Big Valley Electric	Holm Powerhouse Rehabilitation	Holm Powerhouse	1,2	CA	2			2	The Hetch Hetchy system originates from Hetch Hetchy Reservoir in California's Yosemite National Park and provides water to San Francisco Bay area residents and businesses, as well as hydroelectric power for city services. This electricity is generated by three projects: Moccasin and Kirkwood, which use water from Hetch Hetchy Reservoir, and Holm, which uses outflow from nearby Cherry Lake. Big Valley Electric was awarded a large project from the City of San Francisco to rehabilitate and upgrade several areas of the Kirkwood and Holm Powerhouses. As part of this project, L&S Electric has received a purchase order from Big Valley Electric for the Digital Governor upgrades for Unit 1 and 2 at the Holm Powerhouse. Along with the governors, L&S Electric will be supplying some upgrades for the Oil Pressure System (KLF and immersion heaters) as well as Unit PLC programming. Services included with the award are Project Management/Administration, Engineering/Design, Installation Engineering, Assembly, Factory Testing, Packaging/Shipping, Installation supervision and Commissioning services.
MW61470	03/30/18	Xcel Energy, Inc.	Cabin Creek Hydro Process Automation System (PAS) Upgrade	Cabin Creek	A, B	CO	2	1	1	2	
MW61420	03/26/18	South Carolina Electric & Gas	Saluda Hydro Controls Upgrade	Saluda	1, 2, 3, 4, 5	SC	5	1	1	5	The project will be the turnkey supply of a plant HMI system, a plant (common) control system, (5) unit / governor control systems, a unit protection cabinet (coordination & programming by others), a sump manual control panel, and miscellaneous field devices. The installation will be conducted in three (3) phases. The first phase will be the installation of unit 1 & unit 2, the second phase will be the installation of the plant and unit 3 and unit 4, with the final installation phase will be unit 5. All three phases are to be completed in 20 months.

Project No	Order Date	Client	Project	Plant Name	Unit, if applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
MR17580	06/19/17	UP Power Company (UPPCO)	Hoist Hydro Protection & Controls Upgrade	Hoist	2, 3	MI	2	1	1	2	The project provides the engineering services for the design and supply of (1) plant automation system, (2) FITS (Fully Integrated Turbine Control Systems - unit automation, protection, excitation and governors). Additional equipment provided under this project includes new speed sensors with mounting brackets (the existing speed disks will be reused), new high pressure hydraulic power units, new high pressure hydraulic cylinder with integral position feedback, a servo mounting adapter plate and one (1) nitrogen charging kit . The project will also provide the engineering for the MTC (Main Termination Cabinet), neutral grounding system, and two (2) weeks of installation supervision / commissioning assistance.
MR16000	01/25/17	FortisBC	Upper Bonnington Base Job for Plant Upgrade	Upper Bonnington Power Plant	Units 1 - 4	British Columbia	4	1		4	
MR15260	11/22/16	American Hydro Corporation	New HPU and Governor/Unit Control System	Lake Lynn	2	PA	1			1	
MR14750	10/24/16	FortisBC	(2) UCC/GCC Control Cabinets	Brilliant		British Columbia	1	1		1	
MR10940	02/09/16	Nebraska Public Power District	Kearney Hydro, Control System Upgrade	Kearney Hydro	1	NE	1			1	The supply of the MRT 2.1 Demo Governor with installtion engineering and onsite commissioning
MG87490	07/01/13	New York Power Authority	Q12-5294AT, Central Region Small Hydro Facilities Unit Controls Replacement	Ashokan, Crescent & Vischer Ferry	A1,A2,C1,C2,C3 ,C4,V1,V2,V3,V4	NY	10		3	8	Engineering services for the design, supply and test of three (3) HMI systems, ten (10) unit control systems, eight (8) governors, eight (8) hydraulic pressure units and two (2) governor hydraulic valve upgrades for the ten (10) units of the Ashocan, Crescent and Vischer Ferry hydro plants. The Ashocan Hydro plant equipment will be supplied on a turnkey basis with the Crescent and Vischer Ferry plant equipment being supplied on a limited installation or supervision services only basis as NYPA staff are available. The goal of this project is to replace the existing obsolete PLC equipment with more modern equipment and improve the remote control ability of the hydro plants.
MG85270	10/19/12	BC Hydro	Supply of Governors & Unit Control Cabinets	Ruskin	1,2,3	BC	3			3	The Ruskin Hydro plant project consists of the supply of engineering services for the design, equipment supply and shipment to site of three (3) new unit control systems, three (3) new governor control systems and three (3) new hydraulic pressure units featuring double block and bleed valving. Additionally supplied equipment includes wicketgate position feedback devices, unit speed sensing assemblies and generator brake control assemblies. The onsite engineering services (KOM, drawing review meetings, installation supervision, commissioning - if requested) are to be provided on a T&M basis.
MG83670	04/26/12	Kodiak Electric Association	Unit 3 Upgrade	Terror Lake	3	AK	1			1	Engineering services for the design, supply and shipment to site of an unit control system, an unit protection system, a governor control system including new HPSS and onsite services on a T&M basis for the installation supervision and the commissioning of a new unit at the Terror Lake Hydro plant. The commissioning services will provide the integration of the first two units L&S previously supplied with the new third unit.
MG83590	04/18/12	South Carolina Electric & Gas	Fairfield Pumped Storage Controls Upgrade	Fairfield Pump Storage	6	SC	6			6	
MA79270	11/01/10	NAES Corporation	Neversink Hydroelectric Facility, Plant Electrical Equipment Upgrade Project	Neversink Hydroelectric Facility	1	NY	1	1	1	1	Phase 1 will consist of the design/supply of a new digital governor system with auto air admission control for use with the existing low pressure hydraulic system, a new unit/plant control system, redundant unit protection system, replacement medium voltage switchgear, engineering for a new backup emergency generator. Phase 2 will consist of the supply of the emergency backup generators and the installation of the equipment.

Project No	Order Date	Client	Project	Plant Name	Unit, if applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
MA78590	08/19/10	Salt River Project	Control Retrofit & Supply of Digital Governor	Stewart Mountain	1	AZ	1	1	1	1	The project will consist of the turnkey supply of a new PLC-based plant/unit control system and a new digital governor. The plant/unit control system will utilize Rockwell Software's Factory Talk HMI software and Allen-Bradley ControlLogix PLC hardware. The digital governor will be the Allen-Bradley MRT 2.0 with a standard manifold and kits for speed sensing (PMG speed disk will be retained and reused), wicket gate position sensing, and main spool position sensing. All necessary field brackets are supplied by L&S Electric as part of the turnkey supply. One week of onsite training is also included in the project scope of supply.
MA77750	04/27/10	Mettlakatia Power & Light	Turnkey Supply of Unit/Gov Upgrades for Chester Lake and Purple Lake Hydro Plants (4 Units)	Chester Lake, Purple Lake	4	AK	4			4	The project will consist of upgrades at the Chester Lake Hydro Plant (1 Pelton unit) and the Purple Lake Hydro Plant (3 Francis Units). The controls upgrades will consist of supplying new Governor/Unit controls which will be combined into one PLC utilizing the GE RX3i platform. Professional services will consist of Project management, engineering, design, complete integration engineering with hand markup of customer's drawings, one day of training at each plant, L&S Electric standard documentation. Feedback transducers and speed pickups will be supplied for each unit as well. Turnkey installation and commissioning services will be supplied. Options that were taken also include an oil pressure system inspection, recommended spare parts, and C37.90 compliance hardware design including compliance testing.
MA77650	04/09/10	United Kiser Services LLC.	Equipment Rehabilitaion Project	Glen Ferris	1,2,3,4,5,6,7,8	WV	8	1	1	2	<p>The Glen Ferris hydro on the Kanawha River, has six 350 kVA generators and two 1,875 kVA generators which have been in operation for nearly 100 years, with a total generating capacity of 5.45 mW. With the plant having been moth balled in 2002 due to many of the units being inoperable, Brookfield Renewable Power (BRP) bought the facility with the idea of a complete rehabilitation. The rehabilitation project will utilize a Civil contractor, an Electrical contractor and an Equipment Upgrade contractor. The civil contractor will be rehabilitating the powerhouse buildings including the powerhouse fire alarm system, intrusion detection system, powerhouse windows, powerhouse doors, power house cranes, the access road and the generator intake structures. The Electrical contractor will be providing the turnkey supply of the new high voltage switchgear, medium voltage switchgear, motor control centers, power distribution centers, new transmission line and transmission line electrical protection. The Equipment Upgrade contractor, United Kiser Services, will provide for the turnkey supply of new turbines, rebuilt (rewound) generators and an automation system designed for remote operation of the plant. L&S Electric's Engineering Division and Repair Division have been selected to participate in the Glen Ferris Rehabilitation project as sub-contractor's to United Kiser Services.</p> <p>The Repair division will be checking the generator stator and rotor assemblies for damage and then rewinding the generators.</p> <p>The Engineering division's contribution, the turnkey supply of the automation system, will consist of providing a Telegyr 5700 RTU as the plant SCADA system, a Modicon M340 PLC-based system for the plant control system, a Modicon M340 PLC-based system for each unit control, new SEL-300 relays for the unit protection and new Basler DECS 400 static exciters. Also included in the Engineering's scope of supply are two new digital governors for units 7 & 8 and a shared new high pressure power unit. To ensure a smooth installation and startup, the Engineering Division will coordinate efforts with United Kiser Services and with the electrical contractor to ensure the equipment being supplied under all contracts are properly monitored and controlled by the equipment under Engineering divisions scope of supply.</p>
MA77500	03/24/10	FortisBC	Motor, Pump, and Unloader Upgrade	Waneta Generating Station	3	BC	1		1	1	
MA77110	03/08/10	FortisBC	Corra Linn U-1 & U-2 & U-3 - Control, Protections & Governor System Upgrades	Corra Linn	1,2,3	BC	3			2	Supply of unit controls, governor retrofit, and unit protection

Project No	Order Date	Client	Project	Plant Name	Unit, if applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
MA76050	09/18/09	Puget Sound Energy	Snoqualmie Falls Redevelopment Project	Snoqualmie Falls Plant 1 and Plant 2	Plant 1 - Units 1-5, Plant 2 - Units 6,7	WA	7	2	2	7	
MA76000	09/11/09	SaskPower	Plant Control & Monitoring System Supply	EB Campbell Island Falls	EBC 1-8, IF 1-7, IF HA, IF HB	SK	17	2	2	17	Project provided the engineering and design services as required for the supply of nineteen unit control systems with unit protection, nineteen governor control systems with new hydraulic pressure units and auto synchronizing, two plant control systems and two plant wide human-machine interface systems for the EB Campbell and Island Falls plants. Each plant's HMI systems featured redundant servers, four operator workstations, and an engineers work station. Each workstation featured multiple monitors to reduce PC hardware while maintaining view ability. A redundant self-healing ring Ethernet communication network was provided for communication between the plant control system, unit control systems and the HMI system at each plant. Each plant controller featured redundant PLC processors and power supplies. The unit controllers and governor controllers were provided in a simplex configuration. Operational and technical training is also included. Onsite commissioning assistance is provided on a Time and Materials basis.
MA75380	06/03/09	NAES Corporation	East Delaware Hydroelectric Facility, Plant Electrical Equipment Upgrade Project	East Delaware Hydroelectric Facility	1	NY	1	1	1	1	A turnkey supply of a new digital governor system for use with the existing low pressure hydraulic system:a new unit control, plant protection, static excitation system, replacement of low voltage motor control center, and medium voltage power circuit breakers.
MA74870	02/19/09	American Electric Power	Governor retrofit and Head Level controller	Marmet	3	WV	1			1	
MA73790	09/05/08	City of Spokane	Upriver Power House #1 Governor Upgrade	Upriver Power House #1	1, 2, 3	WA	3			3	
MA73780	09/05/08	Xcel Energy, Inc.	Ladysmith Hydro Plant, Generator #3 Governor Replacement	Ladysmith Hydro Plant	3	WI	1		1	1	Turnkey supply of a new digital governor system and low pressure hydraulic power unit. The HPU was designed to work with the existing kaplan blade hydraulic servo motor. A new hydraulic servo was supplied and installed for the control of the wicket gate.
MA72410	02/06/08	BC Hydro	UCC, GCC, HPU, PAM, PIO Cabinets	Revelstoke	5	BC	1			1	
MA71120	08/31/07	Xcel Energy, Inc.	Shoshone Hydro Plant Rebuild Project	Shoshone	1, 2	CO	x	x		2	
MA70620	06/18/07	Brookfield Power New England	Rumford Falls Hydro, LLC., Governor Upgrade Project	Rumford Falls	1, 2	ME	2		1	2	
MA70180	04/18/07	Brookfield Power New England	Pumped Storage Power Station, Bear Swamp Automation Upgrade Project.	Bear Swamp	1, 2	MA	2	x	x	2	Project consists of the turnkey supply of new plant automation system, two (2) unit automation systems, two (2) digital governor control systems with pilot hydraulic interfaces, program modifications to the Harris RTU and the upgrade of the existing Cimplicity HMI system.
M429230	10/04/06	US Bureau of Reclamation - Lower Colorado	Hydroelectric Unit Control Modernization	Hoover, Parker & Davis Hydroelectric Facilities	Hoover units A1, A2, A3, A4, A5, A6, A7, A8, A9, N1, N2, N3, N4, N5, N6, N7, & N8. Parker units P1, P2, P3 & P4. Davis units D1, D2, D3, D4 & D5.	Arizona, Nevada & California	26			26	The project consisted of supplying unit control and protection systems, unit governor controllers with pilot hydraulic interface, transformer monitoring and protection systems, bus monitoring and protection systems, twenty (20) days onsite training and three (3) complete sets of spare equipment (i.e. unit automation system cabinets, governor system cabinets, generator protection panels, transformer protection panel, transfer bus protection panels and exciters).

Project No	Order Date	Client	Project	Plant Name	Unit, if applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
M428120	04/19/06	FortisBC	Unit 2 Control and Protection System Upgrade	Lower Bonnington	2	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. Sequence of events recording (1ms time stamping) system is also provided. The generating unit capacity is 20 MW.
M427680	02/08/06	Pacific Gas & Electric	Turnkey Supply, Governor-PRV Digital Conversion	Halsey		CA	1			1	Turnkey supply of governor, controls and HPU for a horizontal, double overhung Francis turbine/generating unit. The project also includes the design and supply of a hydraulic PRV control system for the dual PRVs. The PRVs will be removed, refurbished and re-installed under the project scope of supply. Unit generating capacity is approximately 17MW.
M427600	02/02/06	FortisBC	Waneta Unit 4 Protection, Control & Metering	Waneta Generating Station	4	BC	1		1	1	
M427590	02/02/06	FortisBC	Unit 3 Control and Protection System Upgrade	Lower Bonnington	3	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a new high-pressure digital/hydraulic governor system to replace the old low-pressure mechanical governor systems. Sequence of events recording (1ms time stamping) systems are provided. The generating unit capacities is 96 MW.
M427390	01/09/06	FirstEnergy Corporation	Seneca Power Plant Project. Upgrade of (3) Governor systems	Seneca Power Plant	1, 2, 3	PA	3			3	Turnkey supply of governors and unit controls for two vertical Francis pump storage turbine/generating units and one vertical Francis turbine/generating unit. The generating capacity of the vertical Francis unit is 30MVA and the capacity of the pump storage units are 200MVA.
M426070	06/16/05	Kaukauna Utilities	Base Job. Little Chute Hydro Governors, Exciters, & Switchgear	Little Chute	1, 2, 3	WI	3		3	3	Turnkey supply of governors, unit and plant automation, SCADA, switchgear, protection and excitation systems upgrade for three units.
M424830	12/09/04	FortisBC	Unit No. 1 - Control Protection, and Governor System	Lower Bonnington	1	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 20 MW
M424760	11/24/04	BC Hydro	Base Job	Puntledge	1	BC	1			1	Supply of unit controls and speed/gate position sensing equipment for one Francis turbine/generating unit. This project consists of the supply of PLC based unit control.
M424460	10/6/2004, 12/01/2004	BC Hydro	Base Job UCC, GCC & HPU	Bridge River. Plant 2	7, 8	BC	2			2	Supply of governor and automation system for two vertical Impulse turbine/generating units. This project consists of the supply of PLC based unit controls and protection, high-pressure replacement governors consisting of new hydraulic power unit and proportional valving. Each unit's generating capacity is approximately 65 MVA
M423380	05/17/04	Hydro Québec	Beauharnois - Governor Retrofit Systems	Beauharnois	20, 25, 30, 35	Quebec	4			4	
M423250	05/05/04	American Hydro Corporation	Beardsley - Base Job	Beardsley		CA	1			1	Turn-key supply and installation of a Digital Governor Retrofit for one hydro generating unit. This project is a subcontract to American Hydro Corporation, who is performing the turbine overhaul.
M422680	02/02/04	BC Hydro	Base Job	Cheakamus	2	BC	1		1	1	
M422500	01/01/04	FortisBC	Upper Bonnington Unit No. 6 - Control Protection, and Governor System	Upper Bonnington Power Plant	6	BC	1		1	1	
M421490	06/13/03	BC Hydro	Base Job	Wahleach Generating Station	1	BC	1		1	1	Supply of governor and automation system for one vertical Impulse turbine/generating unit. This project consists of the supply of PLC based unit control and protection, high-pressure replacement governors consisting of new hydraulic power unit and proportional valving and engineering coordination with plant system SCADA system. Unit generating capacity is approximately 75 MW
M421470	06/13/03	BC Hydro	Base Job	Cheakamus	1	BC	1		1	1	Supply of governor and automation system for one vertical Francis turbine/generating unit. This project consists of the supply of PLC based unit control and protection, high-pressure replacement governors consisting of new hydraulic power unit and proportional valving and engineering coordination with plant system SCADA system. Unit generating capacity is approximately 80 MW.

Project No	Order Date	Client	Project	Plant Name	Unit, if applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
M421180	05/07/03	Xcel Energy, Inc.	St Croix Falls Hydro Plant; Automation Project; Plant & Units 1 - 8	St. Croix Falls Hydro Plant	Plant and Units 1 - 8	WI	8	1	8	8	The supply of a plant SCADA system, PLC-based plant automation system, PLC-based unit automation system, new unit switchgear, and PLC-based high pressure digital governors for the eight horizontal Francis turbine/generating units. The SCADA system consisted of a Server and Viewer node utilizing GE Cimplicity Human-Machine Interface software and Pelco surveillance software in conjunction with the project supplied CCT cameras. The plant automation system monitored the water levels and provide Run-of-River control, as well as monitoring the fire protection system. The Unit Automation systems monitored the unit statuses and provided a wicket gate setpoint commands to the unit governors. The digital governors utilized L&S Electric's 35 gallon high pressure unit with dual pumps - two unit governors where provided with additional DC pumps for back start capabilities. The project also provided modifications such as remote setpoint adjusters and min/max limiters to the unit exciters to allow for remote control.
M420900	02/18/03	Utility Engineering Corporation	Shoshone Hydro Plant, Automation Project; Plant, Units 1 & 2	Shoshone	1, 2	CO	2		2	2	Supply of governor, switchgear, excitation, automation and SCADA for two horizontal Francis turbine/generating units. This is a turnkey project consisting of the supply of PLC based plant and unit controls, a PC based human/machine interface, water level control, retrofit governors consisting of two pilot conversions and complete installation of equipment. Unit generating capacities are approximately 7200 KW each.
M420390	10/25/02	Hydro Québec	Beauharnois - Governor Retrofit Systems	Beauharnois	16, 18, 29	Quebec	3			3	Supply of low-pressure digital/hydraulic governor retrofit systems for one generating unit. This project consists of the supply of PLC based unit controls, and retrofit governors consisting of two pilot conversions
M420240	09/30/02	Miller Brewing Company	Eden Brewery - Turbine Generator Controls	Eden Brewery		NC	1		1	1	
M069700	08/02/02	FortisBC	Waneta Unit #2 Control, Protection, Governor Upgrades & Plant Control	Waneta Generating Station	2	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 96MW.
M069680	07/26/02	Stora Enso North America	Kimberly Mill Gate Positioner for Unit #1	Kimberly Mill	1	WI	1			1	Supply of governor and automation controls for one Francis turbine/generating unit
M069300	06/26/02	Northwest Territories Power Corp.	Digital Governor Controller for Unit #1	Taltson Hydro Station	1	NT	1			1	Supply of one low-pressure digital/hydraulic governor retrofit (cabinet actuator) and unit controls complete with automatic synchronizing, temperature monitoring and digital governor head. Unit generating capacity is approximately 18 MW.
M068790	05/14/02	American Electric Power	Unit Automation and Plant Monitoring	Racine	1, 2	OH	2		2	2	Supply of governor, automation and SCADA for two horizontal Kaplan turbine/generating units. This system consists of the supply of PLC based plant and unit controls, a PC based human/machine interface, 3D Cam control, and retrofit governors consisting of pilot conversions. Unit generating capacities are approximately 24 MW each.
M068730	04/16/02	FortisBC	Plant Control System	Brilliant	Plant	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 36 MW
M068710	04/16/02	Ontario Power Generation, Inc.	Chats Falls GS Automation, Governor Replacement & Protection Replacement	Chats Falls Generating Station	2, 3, 4, 5, 6, 7, 8, 9	Ontario	8		8	8	Supply of governor, automation and SCADA for eight Francis turbine/generating units. This is a turnkey project consisting of the supply of PLC based plant and unit controls, a PC based human/machine interface, water level control, plant ventilation control, digital protective relay systems, retrofit governors consisting of eight pilot and main-stage valve (L&S-15,000) replacements and complete installation of all equipment. Unit generating capacities are approximately 20 MW each.

Project No	Order Date	Client	Project	Plant Name	Unit, If applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
M068460	03/05/02	FortisBC	Waneta Unit #1 Control, Protection, Governor upgrades & Plant Control	Waneta Generating Station	1	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 96 MW.
M067650	10/08/01	Xcel Energy, Inc.	Trego Hydroelectric Plant, Turnkey Supply of Automation System	Trego Hydroelectric Plant	1, 2	WI	2		2	2	Supply of governor, automation and SCADA for two Francis turbine/generating units. This is a turnkey project consisting of the supply of redundant PLC based plant and unit controls, a PC based human/machine interface, water level control, retrofit governors consisting of two pilot conversions and complete installation of equipment. Unit generating capacities are approximately 800 KW each.
M067150	08/29/01	FortisBC	Control Protection, and Governor System	Brilliant	3	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 35.6 MW
M066790	08/03/01	IMPSA Hydro	Kalayaan II Governors (Units 3 & 4)	Kalayaan II	3, 4	ARGENTINA	2			2	Supplied two low-pressure digital/hydraulic retrofit governors for units at the Kalayaan II Hydroelectric Project. Complete low-pressure hydraulic pumping units with air/oil accumulator system and L&S-7500 main distributing valves were supplied. In addition to speed control, the system provides active power control, and pump mode control. Generating capacity of each unit is approximately 178MW.
M066430	06/25/01	New York State Electric & Gas	Mechanicville Hydroelectric Plant, Supply of Energy Optimization Control System (EOCS)	Mechanicville		NY	2		2	2	Supply of governor, automation and SCADA for two Kaplan turbine/generating units. This system consists of the supply of PLC based plant and unit controls, a PC based human/machine interface, 3D Cam control, on-line index testing and retrofit governors consisting of two pilot conversions. Unit generating capacities are approximately 20 MW.
M065460	03/19/01	American Electric Power	Governor Retrofit & Automation	Smith Mountain	3	VA	1			1	Supply of one PLC based low-pressure digital/hydraulic governor retrofit system (Unit #3). This system consists of the supply of all digital components, pilot control valving, and control software for automatic synchronizing, pump storage control and synchronous condensing control (in both pump and generate conditions). System operating pressure is 950 psi. Unit generating capacity is 105 MW.
M065400	03/11/01	Energy Ottawa, Inc	Governor & Automation system	Chaudiere	2 & 4	Ontario	6			6	Supply of governor and automation systems for 6 generating units. This system consists of the supply of PLC based plant and unit controls, fiber optic communications, PC based human/machine interface systems (both local and remote), automatic voltage regulating systems and retrofit governors consisting of two pilot conversions and four main distributing valve conversions (L&S-7500 valves). Unit generating capacities range from 2 MW to 6 MW.
M065240	02/09/01	FortisBC	Control Protection, and Governor System	Brilliant	4	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 35.6 MW
M064930	01/04/01	FortisBC	Upper Bonnington Unit No. 5 - Control Protection, and Governor System	Upper Bonnington Power Plant	5	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 20.4 MW.

Project No	Order Date	Client	Project	Plant Name	Unit, If applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
M064320	10/20/00	FortisBC	Control Protection, and Governor System	Brilliant	1	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 35.6 MW.
M063920	09/08/00	US Engineer District - Detroit, Corps of Engineers	Ste. Mary's River installation (Base project)	Ste. Mary's River Hydroelectric Station	1, 2, 3, 3a, 10	MI	5		5	5	Supply of two PLC based high-pressure digital/hydraulic governor systems. The generators are powered by pelton type turbines. The pelton turbines consist of a single needle system.
M062320	03/31/00	FortisBC	South Slocan Unit No. 2 - Control Protection, and Governor System	South Slocan Power Plant	1	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 19.8 MW.
M061210	12/15/99	Siemens Westinghouse	Supply of Governors and EOS modifications for McKay hydro station (GNP)	McKay		ME	1			1	Supply of three PLC based high-pressure digital/hydraulic governor systems. The supplied systems integrate digital communications to both excitation and protective relay systems (supplied by others). L&S Electric also integrated the remote operation of the governor systems into the energy optimization system previously supplied by L&S Electric directly to Great Northern Paper.
M060790	10/13/99	Central Nebraska Public Power & Irrigation District	5 Low Pressure Governor Retrofit Systems	Jeffery, Johnson 1 and Johnson 2	1, 2, 3, 4, 5	NE	5			5	Supply of hydro automation control systems and low-pressure digital governor conversion systems. The original governors were Woodward cabinet type actuators. The project consisted of three plants, with a total of five units. At Jeffrey Dam - two units at 10 MW each; at Johnson 1 Dam - two units at 10 MW each; and at Johnson 2 Dam - one unit at 10 MW. All turbines are conventional vertical Francis units
M060540	09/22/99	FortisBC	Control and Protection System	Brilliant	2	BC	1		1	1	Provided SCADA, control, protection and governor systems. Automatic controls are PLC-based. Manual hardwired switches and meters are provided for manual synchronization of the generating unit. Protection consists of multiple digital protective relays. L&S Electric also supplied a pilot stage retrofit. Sequence of events recording (1ms time stamping) systems are provided. A single PC based Human/Machine Interface system is provided for operator interface capabilities at each station. The generating unit is 36 MW
H000313	12/16/1998	FortisBC	Corra Linn - Unit No. 3 upgrade	Corra Linn	Unit 3	BC	1			1	
H000286	3/12/1998	Interlake Papers, Inc.	Interlake Gate Positioner	Interlake Facility		WI	1			1	
H000285	3/5/1998	Salt River Project	Automation and Governor systems	Theodore Roosevelt, Horse Mesa and Mormon Flat Dams	36 MW Roosevelt 10 MW (3) & 98 (1) MW (Horse Mesa) 11 MW & 47 MW Mormon Flat	AZ	7			7	
H000277	1/26/1998	Lyons Falls Pulp & Paper	Switchgear, Protection, Excitation & MCC	Mill #5		NY	1			1	
H000268	12/27/1987	FortisBC	Control, Protection, and Governor System and t/m travel	Lower Bonnington	Unit 2	BC	1		1	1	
H000255	5/27/1997	Northern States Power Company	Wissota & Cedar Falls Hydro System Upgrades	Cedar Falls and Wissota Hydro Stations	9 units: 2.5 MVA Cedar Falls 7.5 Wissota	WI	9			9	
H000211	3/18/1996	Ontario Hydro	Ear Falls Plant	Ear Falls Generating Station	Units 1, 2, 3 & 4 3.1 MW Units 1 & 2 5.4 MW Units 3 & 4	Ontario	4		4	4	
H000184H000183	3/28/1995	Alabama Electric Cooperative Inc	Governor and Automation	Gantt and Point "A" Hydro Plants	Unit 4 (Gant)	Andalusia	2			2	

Project No	Order Date	Client	Project	Plant Name	Unit, if applicable	Plant Location State/ Province	Automation Unit	Automation Plant	SCADA	Governor	Detailed Project Description
H000165	10/10/1994	Empire District Electric Co.	Ozark Beach hydro Automation & Protection Upgrade	Ozark Beach Hydro Plant		MO	5		1	4	
H000092	11/25/1992	Scott Papers	Generator #10 PLC conversion	Marinette Hydro Plant	Unit 10	WI	3			3	
H000084	11/16/1992	Scott Papers	Hydro generator #1	Marinette Hydro Plant	Unit 1	WI	1			1	
H000060	4/16/1992	Irrican Power	Excitation, lead cubicles, aux terminal, & spares	Raymond Chute		AB	1			1	
H000059	4/9/1992	Irrican Power	Digital Governor	Chin Chute		AB	1			1	
H000002 E001345 E001247	6/28/1990	Edison Sault Electric Company	Phases 3&4 Phase 2 Phase 1 of Hydro Project	Sault Ste. Marie Hydro Plant		MI	74			74	
E001408		Noel GMBH	Hasanlar H.E. Power Plant	Hasanlar Hydro Plant		Hasanlar	2			2	
E001367	4/28/1989	Hydro West	Bridal Veil Power Station	Bridal Veil Hydro Plant		CO	1			1	
E001191		Weyerhaeuser Corp.	Hydro Project	Rothschild Hydro Plant		WI	7			6	



BIDDERS COMMERCIAL CLARIFICATIONS & EXCEPTIONS

1. Specification Section 2.5.13, "Liquidated Damages"

Specification Text: In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damage, then the CONTRACTOR shall pay the balance to the OWNER.

L & S Electric Response

L&S takes exception to the \$1,500 per day Liquidated Damages (LD's) and proposes that the LDs match the Incentive Clause of \$100 per day. L&S also proposes that the liquidated damages not be based on equipment delivery but on equipment shipment as L&S has no control of delays that occur during the equipment's shipment to site. Also, L&S also proposes that no LD's be assessed on drawing submittals. L&S is willing to discuss this further if need be.

2. Specification Section 2.6.02, "Progress Payments."

Specification Text: Prior to Substantial Completion progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

L & S Electric Response

The progress payments will be based on each shipment's value and not on the whole project's value. For instance, the first shipment will have progress payments equal to that shipment's value, the second shipment will have progress payments equal to that shipment's value, the third shipment will have progress payments equal to that shipment's value and so on.

3. Specification Section Addendum #2, Attachment 1, "Build America, Buy America Act (BABA)."

Specification Text: Infrastructure Projects with Federal Funding. This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

L & S Electric Response

This quote is based solely on the materials and products specified in the Bid Documents, which include items that are not manufactured in the United States.

While the Bid Documents include language referencing the Build America, Buy America Act (BABA), the specified products do not appear to comply with BABA requirements. As such, we cannot and do not guarantee that the materials included in this quote are BABA-compliant. Our pricing is based



BIDDERS COMMERCIAL CLARIFICATIONS & EXCEPTIONS

strictly on the specified products, and does not include cost impacts, lead times, or substitutions necessary to bring the scope into compliance with BABA.

Should the Owner require strict adherence to BABA-compliant sourcing despite the original product specifications, we expressly reserve the right to submit a revised proposal or change order to reflect the required changes in materials, cost, and delivery.

This exception is provided to ensure clarity and does not constitute a withdrawal of our bid, nor is it intended to render our bid nonresponsive to the current solicitation.

If compliance with BABA is ultimately required in a manner that conflicts with the originally specified products, and such compliance materially affects our ability to perform at the quoted price and scope, we shall not be deemed in default, and no claim shall be made against our bid bond or surety as a result.



BIDDERS TECHNICAL CLARIFICATIONS & EXCEPTIONS

4. Specification Section 2.03, "Control Panel Electrical"

Specification Text: "C.7" Devices mounted on the enclosure door or interior dead front panel shall be run in spiral wrap to avoid pinch points when opening and closing the enclosure door(s) or interior panels.

L & S Electric Response

L&S understands that the door mounted device's wire is to be ran in spiral wrap and not the actual devices. Also, the panels with the dead front will be the Power panels only and not the Control panels.

5. Specification Section 2.03, "Control Panel Electrical"

Specification Text: "O" Relays, Control Circuit Switching Relay

L & S Electric Response

L&S's proposal is based on all the relays being non-latching type as the specification provided elementary diagrams didn't differentiate between the non-latching relays and the latching relays and as such, it was not possible to accurately quote the correct quantities of either.

6. Specification Section 2.04, "Control Panel Cooling Requirements"

Specification Text: "A" The manufacturer shall provide panel internal heat rise calculations to show that the panel internal temperatures will be maintained below the maximum operating temperatures of the panel components.

L & S Electric Response

With the panel engineering and design being supplied by others, L&S understands that the heat calculations would already have been performed by the design engineer (consultant) as the design engineer would have knowledge of the panel's installed conditions such as ambient temperatures (high & low), sunlight exposure, etc. as this information is critical in that calculation but was not provided in the specification. Therefore, L&S has not included this service in our scope of supply. If this service is still required, L&S is willing to perform the heat calculation as a change order to the base project.

7. Specification Section 2.04, "Control Panel Cooling Requirements"

Specification Text: "A.2" The calculation shall show all the internal and external heat gain loads, the expected internal temperature rise in degrees F above the specified ambient without the air conditioner. Provide a calculation showing the expected temperature rise in degrees F above the specified ambient with the air conditioner running.

L & S Electric Response

Per response no. 4, L&S has not included this service in our scope of supply. If this service is still required, L&S is willing to perform the heat calculation as a change order to the base project.



BIDDERS TECHNICAL CLARIFICATIONS & EXCEPTIONS

8. Specification Section 2.05, "Spare Parts"

Specification Text: "A" Provide a spare parts list associated with the packaged control system for the equipment listed in the proposal. Include unit prices for all replaceable parts. Provide the following items:

L & S Electric Response

With the project equipment supply not defined nor does the proposal form allow for the addition of it, L&S will provide the spare parts pricing after panel equipment list is defined under the project scope of supply. Once provided, the City of Sanibel will be able to purchase the spare parts external to L&S if they choose.

9. Specification Section 3.01, "Factory Test"

Specification Text: "A" Assemble, interconnect, and functionally test the control panel at the Vendor's shop prior to shipment. The Owner/Engineer shall have the option of witnessing the functional shop test. Notify the Owner/Engineer at least four (4) weeks in advance prior to the scheduled functional shop test.

L & S Electric Response

The panels will be quality control inspected, and point-to-point functionality tested only prior to being wrapped, crated and shipped to the job site. With the PLC's and HMIs programming being external to the panel supply scope, the functionally testing the automation panels is understood to not being required.

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 - CONTRACT DOCUMENTS

2.1.01 GENERAL:

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, modifications, or other documents incorporated therein:

1. Bidding Documents
2. Contract
3. General Conditions of the Contract
4. Special Conditions
5. Specifications

2.1.02 BIDDING DOCUMENTS:

The Bidding Documents are issued by the OWNER to assist bidders in preparing their proposal include:

1. Advertisement
2. Information for Bidders
3. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
4. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

2.1.03 CONTRACT:

The Contract defines the "Contract Documents" and covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials.

2.1.04 **GENERAL CONDITIONS OF THE CONTRACT:**

The General Conditions of the Contract outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract) and those responsibilities delegated by the OWNER to the Engineer who acts as the agent of the OWNER.

1. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these specifications and contract documents, they shall have the meanings herein given:
 - A. The word "OWNER" shall mean the municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.
 - B. The word "CONTRACTOR" shall mean the person, firm, or corporation entering into a contract with the OWNER to construct and complete the work as herein specified, set out and shown.
 - C. The word "sub-contractor" shall mean a person, firm, or corporation, other than a CONTRACTOR, supplying labor and materials or labor for work at the site of the project.
 - D. The word "Engineer" shall mean the project engineer as designated by the OWNER.

2.1.05 **SPECIAL CONDITIONS:**

Special Conditions are special provisions not included in the General Conditions of the Contract, which apply to this specific project.

2.1.06 **DRAWINGS AND SPECIFICATIONS:**

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the OWNER.

1. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

2. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the OWNER. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the OWNER through the Engineer or by the Engineer as representative of the OWNER. The Drawings and Specifications shall be considered inseparable documents; and in considering them, the CONTRACTOR shall rely upon both instruments in order to perform the work in accordance with their combined intent.
3. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item of work for which a unit price is included in the proposal.
4. The fact that specific mention of the fixture, or of any part of work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter of any claim for extra compensation, but the said fixtures or work or both must be installed or done the same as if called for by both drawings and specifications.
5. All work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.
6. Plans and Specifications: The Engineer may furnish the CONTRACTOR up to 5 sets of plans and specifications covering this project at no cost to the CONTRACTOR. For each set of plans and specifications furnished to the CONTRACTOR, or any of his sub-contractor's, in excess of this number, the CONTRACTOR shall be billed at actual cost of printing and delivery.
7. Dimensions: Only figured dimensions on the Drawings will be used by the CONTRACTOR. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and he shall assume the responsibility, therefore.

2.1.07 **CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER:**

NOT USED

SECTION 2.2 - OWNER-CONTRACTOR-ENGINEER RELATIONS

2.2.01 **OWNER'S RIGHTS AND RESPONSIBILITIES:**

1. Lands by OWNER: The OWNER will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the OWNER will be deemed proper for adjustment in the Contract Amount and in the time of completion.
2. Base Lines and Bench Marks: Unless otherwise specified, the OWNER will establish base lines, and bench marks.
3. OWNER'S Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the CONTRACTOR.
4. Suspension of Work by OWNER: The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.
 - A. Notice: The work or any portion thereof may be suspended at any time by the OWNER provided that he gives the CONTRACTOR five days' notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.09, Payment for Work Suspended by the OWNER.
 - B. In case of any suspensions, the time in which the CONTRACTOR is required to complete the work shall be extended as many working days as the same is suspended; provided, however, that if the work is

suspended on account of failure on the part of the CONTRACTOR to comply with specifications, such extensions of time will not be allowed.

5. OWNER'S Right to Terminate Agreement and Complete the Work: The OWNER shall have the right to terminate his agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.

A. Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever he shall:

- (i) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
- (ii) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.
- (iii) Fail to provide a qualified superintendent, competent workmen or sub-contractor's, or proper materials, or fail to make prompt payment, therefore.

B. Completion by the OWNER: In the event of termination of the Agreement by the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the CONTRACTOR, shall in no way relieve the CONTRACTOR of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Sub-contractor's, suppliers and their employees, and for access use, work or occupancy by all authorized persons. The CONTRACTOR shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

1. Lands by CONTRACTOR:

NOT USED

2. Surveys:
NOT USED
3. Public Utilities:
NOT USED
4. Superintendent:
NOT USED
5. Subcontracts: At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the sub-contractor's proposed for the work. Sub-contractor's may not be changed, except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of his sub-contractor's, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the OWNER. The CONTRACTOR shall bind every sub-contractor by the terms of the Contract Documents.
 - A. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER or the Engineer an arbiter to establish limits to the contracts between CONTRACTOR and sub-contractor.
6. CONTRACTOR'S Right to Suspend Work or Terminate Agreement: CONTRACTOR may suspend work or terminate his Agreement with the OWNER upon ten days' written notice to the OWNER for any of the following reasons:
 - A. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the CONTRACTOR or his employees.
 - B. If the OWNER should fail to pay the CONTRACTOR any sum within 45 days after its award by arbitrators.
7. Work During an Emergency: The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the

OWNER of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.

2.2.03 **RESPONSIBILITY OF THE ENGINEER:**

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the CONTRACTOR. The duties and responsibilities of the Engineer as set forth herein shall not be extended, except through written consent of the Engineer and the OWNER.

1. Observation of the Work: All materials and each part or detail of the work shall always be subject to observation by the Engineer and the OWNER; and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant, or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make his observations and construction review.
2. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the Engineer's decision relative to the performance of the work.
3. Engineer's Decisions: All claims of the OWNER or the CONTRACTOR shall be presented to the Engineer for decision which shall be final, except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

2.2.04 **ORAL AGREEMENTS:**

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.2.05 **OBSERVATION OF COMPLETED WORK**

NOT USED

2.2.06 **WORK BY OWNER OR OTHER CONTRACTOR'S:**

NOT USED

2.2.07 **SECTION DELETED**

2.2.08 **NIGHT AND SUNDAY WORK:**

NOT USED

SECTION 2.3 - MATERIALS, EQUIPMENT, AND WORKMANSHIP

2.3.01 **MATERIALS AND EQUIPMENT:**

The materials and equipment installed in the work shall meet the requirements of the Contract Documents, and no materials or equipment shall be ordered until reviewed by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the CONTRACTOR. The CONTRACTOR shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

1. Substitutions: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.
 - A. The CONTRACTOR shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.
 - B. The CONTRACTOR shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General CONTRACTOR and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.
2. Space Requirements: It shall be the responsibility of the CONTRACTOR to ensure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and

shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.
4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.
5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.
6. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

2.3.02 SAMPLES:

All samples called for in the Specifications or required by the Engineer shall be furnished by the CONTRACTOR and shall be submitted to the Engineer for his review. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.
2. CONTRACTOR'S Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR'S Guaranty will fully apply.
3. All materials, equipment, and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the Engineer.

2.3.03 **SHOP DRAWINGS:**

The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications, or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the Engineer.

1. **CONTRACTOR'S Certification:** When submitted for the Engineer's review, shop drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the shop drawings; that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR'S Guaranty will fully apply.

2.3.04 **EQUIPMENT DATA:**

The CONTRACTOR shall submit for the Engineer's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number, and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the Engineer before any of the equipment is ordered.

1. **Index:** Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.
2. **Relation to Contract Documents:** Catalog data for equipment reviewed by the Engineer shall not supersede the Engineer's Contract Documents. The review of the Engineer shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for error of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.
3. **CONTRACTOR'S Certification:** Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that he has reviewed, checked and approved the data submitted; that they are in harmony with the

requirements of the project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and that his Guaranty will fully apply.

2.3.05 REJECTED WORK AND MATERIALS:

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the OWNER, and the work shall be re-executed by the CONTRACTOR. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

1. Should the CONTRACTOR fail to ~~remove-accept the return of~~ rejected work or materials within ten days after written notice to do so, the OWNER may remove them and may store the materials.
2. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.12.

Commented [AZ1]: This is a contract for the supply of panels. L&S is not performing any installation and will not perform removal services.

2.3.06 CUTTING AND PATCHING:

NOT USED

2.3.07 CHARACTER OF WORKMEN:

NOT USED

2.3.08 GUARANTY:

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

1. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.12.

2.3.09 A.S.T.M. DESIGNATION:

Wherever the letters "A.S.T.M." are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material, or test as currently published by that group.

SECTION 2.4 – INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

2.4.01 INSURANCE:

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

1. Types: The types of insurance the CONTRACTOR is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, U.S.L. & H. coverage (if applicable), Jones Act (if applicable) and an Excess Liability Umbrella Insurance as detailed in the following specifications.
2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the OWNER. Should any policy be canceled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.
3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.
4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from his operations under this Contract.

2.4.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

1. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent

CONTRACTOR'S, and personal injury. The limits for bodily injury shall be \$500,000 each occurrence and \$500,000 aggregate. The limits for property damage shall be \$100,000 each occurrence and \$100,000 aggregate.

2. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be \$500,000 each person and \$500,000 each accident. The limits for property damage shall be \$100,000.
3. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of \$2,000,000.
4. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the OWNER, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2.4.03 WORKMEN'S COMPENSATION INSURANCE:

CONTRACTOR'S shall provide the statutory Workmen's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workmen's Compensation Insurance Laws.

2.4.04 DELETED

2.4.05 INDEMNITY:

~~The CONTRACTOR (sub-contractor) Each party, hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Engineer, OWNER other party, hereinafter "Indemnitee", their respective partners, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all third party claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of the sole and exclusive fault of Indemnitor or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnitee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnitee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty,~~

~~strict liability, or other breach of duty by any Indemnitee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnitee may be responsible.~~

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

The indemnity provided hereunder shall not include indemnification of the Engineer in respect to claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees; provided that such giving or failure to give is a primary cause of the injuries and damages.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the ~~Engineer and OWNER~~ ~~has parties have~~ by law.

Commented [AZ2]: This should be a mutual indemnity since the City will operate the panels and any claims it causes should not be brought against L&S. Additionally, this should be limited to third party claims since the parties to this agreement can sue one another directly. The latter half of this section states that L&S would be responsible to indemnify the City for claims that are related to the work, even if the claims are entirely the City's fault (e.g., "whether or not caused, or alleged to be caused in whole or in part...by any Indemnitee". This is not market standard and L&S does not agree to serve as the City's insurer against any claims simply because it is working for the City.

Commented [AZ3]: Amended to align with mutual indemnity language.

2.4.06 WAIVER OF SUBROGATION:

The OWNER and the CONTRACTOR waive all rights against (1) each other and other sub-contractor's, agents, and employees of each other, and (2) the Engineer and separate CONTRACTOR'S, if any, and their sub-contractor's, agents, and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 2.4 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the OWNER as trustees. The OWNER or the CONTRACTOR, as appropriate, shall require of the Engineer, separate CONTRACTOR'S and sub-contractor's by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subparagraph 2.4.06.

2.4.07 PATENTS AND ROYALTIES:

If any design, device, material, or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER, and shall save harmless the OWNER and the Engineer from any and all loss or expense on account thereof, including its use by the OWNER.

2.4.08 PERMITS:

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. The permits for construction

within or across the property, rights-of-way, or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the OWNER. City of Sanibel Building Dept. permit fees shall be paid for by the OWNER.

2.4.09 LAWS TO BE OBSERVED:

The CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulations, order or decree, the CONTRACTOR shall forthwith report the same to the Engineer in writing.

1. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein; and the contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion. This shall include but not be limited to the Occupational Safety and Health Act of 1970.

2.4.10 WRITTEN NOTICE:

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation, or to the last business address of such known to him who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

2.4.11 ASSIGNMENT OF CONTRACT:

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

2.4.12 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of

the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.4.13 WORK DURING AN EMERGENCY:

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall not wait for instructions before proceeding to properly protect both life and property.

2.4.14 WARNING SIGNS AND BARRICADES:

NOT USED

2.4.15 PUBLIC CONVENIENCE:

NOT USED

2.4.16 SAFETY:

In accordance with general accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours.

1. The duty of the Engineer to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

2.4.17 EXISTING CONSTRUCTION:

NOT USED

2.4.18 SANITARY PROVISIONS:

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees and those of his sub-contractor's as may be necessary to comply with the requirements and regulations of the local and state departments of health.

2.4.19 NONDISCRIMINATION IN EMPLOYMENT:

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, or sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
2. That no CONTRACTOR, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
3. The CONTRACTOR agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

SECTION 2.5 - PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED:

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter and not before (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

2.5.02 CONTRACT TIME:

The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the day specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

2.5.03 SCHEDULE OF COMPLETION:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the various parts of the work, and estimated date of completion of each part.

2.5.04 CHANGES IN THE WORK:

The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Amount, without

invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

2.5.05 EXTRA WORK:

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered, except for work required to be performed by Contractor in an emergency to protect life and property. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

Commented [AZ4]: It is unlikely that a written order will be issued for Extra Work that is performed in an emergency. However, the City should still be responsible to pay for L&S that Extra Work it performs at the City's direction.

2.5.06 EXTENSION OF CONTRACT TIME:

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, by act or omission on the part of the OWNER, or by strikes, lockouts, fire, etc., may shall entitle the CONTRACTOR to an extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such delay.

Commented [AZ5]: This is a force majeure clause. Since these delays would be beyond L&S' control, extensions "shall" be granted..."may" makes this provision optional for the City to enforce.

1. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.

2.5.07 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

NOT USED

2.5.09 **CLEANING UP:**

NOT USED

2.5.10 **ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION:**

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

2.5.11 **TERMINATION OF CONTRACTOR'S RESPONSIBILITY:**

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in his Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

2.5.12 **CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:**

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

2.5.13 **LIQUIDATED DAMAGES:**

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of ~~One Thousand Five Two~~ Hundred Dollars (\$~~1,52~~00.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER. Under no circumstances shall CONTRACTOR be subject to liquidated damages which exceed 10% of the Contract Price.

2.5.14 INCENTIVE CLAUSE:

The City of Sanibel will pay the CONTRACTOR an "Incentive Bonus" in the sum of One Hundred Dollars (\$100.00) for each calendar day if the work in the Contract is completed in accordance with the Contract Documents, as determined by the Engineer, before the documented project completion date.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of Suppliers, sub-contractor's or other CONTRACTOR'S, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of CONTRACTOR'S operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the "Incentive Bonus" Completion Date set forth above.

SECTION 2.6 – PAYMENTS TO CONTRACTOR

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

2.6.02 REQUESTS FOR PAYMENT:DELETED

~~Progress Payments. OWNER may make progress payments on the project based on the CONTRACTOR'S Applications for Payment as recommended by the Engineer during construction as provided below:~~

- ~~1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.~~
- ~~2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less~~

~~such amounts as Engineer shall determine in accordance with paragraph 2.6.05 of the General Conditions.~~

2.6.03 DELETED

2.6.04 OWNER'S ACTION ON REQUEST FOR PAYMENT:

Within 30 days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

1. Process the Request for Payment as recommended by the Engineer.
2. Pay such other amount, in accordance with Paragraph 2.6.05, as he shall decide is due the CONTRACTOR, informing the CONTRACTOR and the Engineer in writing of his reasons for paying the amended amount.
3. Withhold payment in accordance with Paragraph 2.6.05, informing the CONTRACTOR and the Engineer of his reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:

The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.
3. Failure of the CONTRACTOR to make payments due to sub-contractor's, material suppliers, or employees.
4. Damage to another CONTRACTOR.

2.6.06 PAYMENT FOR UNCORRECTED WORK:

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the OWNER for the Uncorrected work.

2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:

~~The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he shall pay the cost of replacing the work of other CONTRACTOR'S destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.~~

1. ~~Removal by OWNER: Removal of rejected work or materials and storage of~~

Commented [AZ6]: L&S is not performing any installation and does not agree to be responsible for any in/out charges.

~~materials by the OWNER, in accordance with Paragraph 2.3.05, shall be paid by the CONTRACTOR within 30 days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days written notice being given by the OWNER of his intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.~~DELETED.

2.6.08 PAYMENT FOR EXTRA WORK:

Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and before any work is commenced, except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR'S itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER'S order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment.

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.
2. A lump sum based on the CONTRACTOR'S estimate and accepted by the OWNER.
3. Actual cost plus 15% for overhead and profit. Actual costs are defined as follows:
 - A. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits" and including time of foreman while engaged directly upon extra work.
 - B. Labor insurance and taxes.
 - C. Materials and supplies used on the work.
 - D. Associated General CONTRACTOR'S of America standard rental rates on each piece of equipment having a value in excess of \$50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER:

If the work or any part thereof shall be suspended by the OWNER and abandoned by the CONTRACTOR as provided in Paragraph 2.2.01 4d., Suspension of Work by OWNER, the CONTRACTOR will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

2.6.10 PAYMENT FOR WORK BY THE OWNER:

The cost of the work performed by the OWNER, in removing construction equipment, tools, and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01 e5., OWNER'S Right to Terminate the Agreement and Complete the Work shall be paid by the CONTRACTOR.

2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:

Upon termination of the Contract by the OWNER in accordance with Paragraph 2.2.01 5e., OWNER'S Right to Terminate Agreement and Complete the Work, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER.

1. Unpaid Balance: If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the Engineer's additional services, such shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER as herein provided shall be certified by the Engineer.

2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:

Upon suspension of the work or termination of the Contract by the CONTRACTOR in accordance with Paragraph 2.2.02f, CONTRACTOR'S Right to Suspend Work or Terminate Agreement, the CONTRACTOR shall recover payment from the OWNER for the work performed, plus loss on plant and materials, plus established profit and damages.

2.6.13 **PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:**

Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the CONTRACTOR at his expense and may be used in the work, after acceptance.

1. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the OWNER.

2.6.14 **ACCEPTANCE AND FINAL PAYMENT:**

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the OWNER and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the OWNER, the OWNER will release the CONTRACTOR, except as to the conditions of the Performance and Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.
2. Final Payment: The CONTRACTOR shall be paid in full within ~~64~~30 days after the date of substantial completion. If within ~~64~~30 days after substantial completion there remains uncompleted minor items, an amount equal to 200% of the value of each item as determined by the Engineer shall be withheld and paid ~~64~~30 days following completion of all such items. This payment shall constitute final settlement.

SECTION 2.7 - CONTROL OF THE WORK

2.7.01 **GENERAL:**

NOT USED

2.7.02 PLANS AND WORKING DRAWINGS:

NOT USED

2.7.03 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

These Specifications, the plans, special provisions, and all supplementary documents are integral parts of the contract, and a requirement occurring in 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 addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such pay item when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items. In case of discrepancy, computed dimensions shall govern over scaled dimensions, plans shall govern over Standard Specifications, and special provisions shall govern over both Standard Specifications and Plans.

2.7.04 CONFORMITY OF WORK WITH PLANS:

All Work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonable close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

In the event the OWNER accepts the work that is not within these tolerances, appropriate deductions will be made from the actual amount used to cover the cost of the extra material. The amount will be computed based on the job mix formula and the unit price stated in the Contract.

2.7.05 ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS:

The CONTRACTOR shall take no advantage of any apparent error or omission which he might discover in the plans or specifications but shall forthwith notify the Engineer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

2.7.06 AUTHORITY OF THE ENGINEER:

All work shall be available for inspection by the Engineer and performed to his satisfaction.

It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, 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 materials furnished, under or by reason of the contract.

2.7.07 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS:

The Engineer may appoint such assistants and representatives as he desires. They shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the specifications. They shall be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The CONTRACTOR shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other assistant shall in no way lessen the responsibility of the CONTRACTOR.

2.7.08 CONSTRUCTION STAKES AND MARKERS:

NOT USED

2.7.09 CONTRACTOR'S SUPERVISION:

NOT USED

2.7.10 GENERAL INSPECTION REQUIREMENTS:

1. Cooperation by CONTRACTOR:

No work shall be done, nor materials used, without suitable inspection by the Engineer or his representative, and the CONTRACTOR shall furnish the Engineer with every reasonable facility for ascertaining whether the work

performed, and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. ~~Should the work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should~~Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work.

Commented [AZ7]: L&S is not installing these goods and is not going to remove them or pay for their removal.

2. Failure of Engineer to Reject Work During Construction:

If, during or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Engineer to final acceptance, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

Should the CONTRACTOR fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the CONTRACTOR'S expense. Any expense incurred by the City in making these repairs, removals or renewals, which the CONTRACTOR has failed or refused to make, shall be paid for out of any moneys due or which may become due the CONTRACTOR, or may be charged against the contract bond. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any moneys due or which may become due to him or shall be charged against the contract bond. Any work performed, subsequent to forfeiture of the Contract, as described in this Article, shall not relieve the CONTRACTOR in any way of his responsibility for the work performed by him.

2.7.11 **FINAL CONSTRUCTION INSPECTION:**

1. Maintenance Until Final Acceptance:

The CONTRACTOR shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Engineer under the provisions of 2.7.12.

2. Semifinal Inspections:

The Engineer will make a semifinal inspection within seven (7) days after notice from the CONTRACTOR of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Engineer shall give the CONTRACTOR the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the CONTRACTOR forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or reperformance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

3. Final Inspection:

Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

2.7.12 **FINAL ACCEPTANCE:**

When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Engineer shall give the OWNER a written recommendation for acceptance of the work. The OWNER shall then satisfy himself as to the Engineer's recommendation and within five days of said recommendation notify the CONTRACTOR, in writing, of his acceptance of the work.

2.7.13 CLAIMS BY CONTRACTOR:

Where the CONTRACTOR deems that extra compensation is due him for work or materials not clearly covered in the contract or not ordered by the Engineer as extra work, as defined herein, the CONTRACTOR shall notify the Engineer in writing of his intentions to make claim for extra compensation, before he begins the work on which he bases the claim. If such notification is not given, and the Engineer is not afforded proper opportunity for keeping strict account of actual cost, as defined for force account, then the CONTRACTOR thereby agrees to waive the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as establishing the validity of the claim. In such case the claim after consideration by the Engineer, is found to be valid, it shall be allowed and paid for as extra as provided herein.

2.7.14 INTELLECTUAL PROPERTY

1. Intellectual Property. All Confidential Information, proprietary knowledge, trade secrets, business knowhow, copyrights, and other intellectual property rights owned by a party prior to this Purchase Order or created outside of this Purchase Order, shall be held and solely owned by that party ("Background Intellectual Property"). Either party may use the Background Intellectual Property of the other party only to the extent required to perform hereunder. To the extent that Background Intellectual Property is necessary to reap the benefits of this agreement, a party shall give the other party a worldwide, non-exclusive, fully paid, perpetual, non-transferable license as to the necessary Background Intellectual Property for the sole and limited purpose that the party can use the Goods as contemplated hereunder. Upon final and full payment of the purchase price, Seller hereby assigns to Buyer, to the extent able, licenses to the embedded software in the Goods, which are owned by a third party and licensed to Seller in connection with the Goods, subject to all end user licensing agreements of the third party.

a. PLC Programming Source Code. To the extent applicable, Seller clarifies that the PLC programming source code of the governor and/or excitation control systems ("Software") is noncommercial software that has been developed by Seller at private expense and shall not be deemed to have been produced under work produced for the equipment included in this quotation and is Seller's Background Intellectual Property. The Software, including modifications of the Software, is restricted Software, developed at private expense and is trade secret, which is confidential, privileged and proprietary to Seller as Seller's Background Intellectual Property. Software is being provided under restricted rights licenses. The Software delivered under these Terms may not be used, reproduced, or disclosed by Buyer except as follows. The Software may only be:

- Used or copied for use with the governor and/or excitation control system for which it was acquired;
- Used or copied for use with a backup processor if the processor on which it was installed is inoperative;
- Reproduced for safekeeping (archives) or backup purposes;

- Modified, adapted, or combined with other processor software, provided that the modified, adapted, or combined portions of the derivative Software incorporating any of the delivered, processor Software shall be subject to same restrictions set forth in these Terms;
- Disclosed to and reproduced for use by support service contractors or their subcontractors, subject to the same restrictions set forth in these Terms (except that this limitation will not apply if Seller no longer supports such Software); and
- Used or copied for use with a replacement processor.

b. **Third Party software.** Notwithstanding any other provision in these Terms or any Purchase Order, the Buyer shall have only restricted rights in the Software required to be delivered or otherwise provided to the Buyer under these Terms. Ownership of all other software, which is not Seller's Background Intellectual Property and owned by another third party, which Seller is required to be delivered or otherwise provided to the Buyer under these Terms, will reside with the applicable third party, upon Buyer agreeing to the end user licensing agreement of the third-party software provider.

2.7.15 CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THESE TERMS, WHETHER DUE TO BREACH OF CONTRACT, TORT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHETHER OR NOT SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF SUCH PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE OF EQUIPMENT OR FACILITIES, COST OF PURCHASED OR REPLACEMENT POWER OR CLAIMS OF CUSTOMERS DUE TO LOSS OF SERVICE, OR LOSS OF ANTICIPATED BUSINESS SUFFERED OR INCURRED BY THE OTHER PARTY.

2.7.16 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, WHERE CONTRACTOR'S LIABILITY HAS NOT OTHERWISE BEEN LIMITED AND TO THE EXTENT ALLOWED UNDER THE LAW, CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY, OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY, FOR ANY CLAIM OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ESTOPPEL, COMMON LAW, TORT, CONTRACT, OR STRICT LIABILITY, IN EQUITY, OR ANY OTHER THEORY, ARISING OUT OF, RESULTING FROM OR RELATING TO THESE TERMS, INCLUDING ANY MAINTENANCE ORDERS, SHALL NOT EXCEED THE SUM OF THE FEES ACTUALLY PAID BY THE OWNER TO THE CONTRACTOR UNDER THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE CLAIM.

REQUIRED CONTRACT PROVISIONS

TERMINATION FOR CAUSE OR CONVENIENCE; REMEDIES

This contract is for more than the simplified acquisition threshold, currently set at \$250,000, so it 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). This requirement applies to all FEMA grant and cooperative agreement programs.

The City of Sanibel may terminate the contract at any time for breach of contractual obligations or for convenience, by providing the provider with a written notice of such cancellation. In the event of a termination for cause, the termination shall become effective on the date specified in the notice of cancellation, and the City of Sanibel shall have no continuing financial or other obligations to the Contractor from the effective date of the termination through what otherwise would have remained of the contract term. In the event of a termination for convenience, such termination shall not be earlier than 30 days from the date of such written notice, and the City shall be obligated to pay reasonable, substantiated demobilization costs but shall otherwise have no continuing financial or other obligations to the Contractor from the effective date of the termination through what otherwise would have remained for the contract term.

ACCESS TO RECORDS

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Florida (or any of its agencies), the City of Sanibel, 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."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act.

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. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and 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 these contract clauses.

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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

The following clauses set forth in 29 C.F.R. § 5.5(b) are required, in accordance 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 of Sanibel 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 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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Federal Water Pollution Control Act

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.

The contractor agrees to report each violation to the City of Sanibel and understands and agrees that the City of Sanibel 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.

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.

EQUAL EMPLOYMENT OPPORTUNITY

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' 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 City of Sanibel 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, however*, 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 City of Sanibel 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 City of Sanibel 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.

DEBARMENT AND SUSPENSION

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).

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.

This certification is a material representation of fact relied upon by The City of Sanibel. 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 of Sanibel, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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.

BYRD ANTI-LOBBYING AMENDMENT

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.

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:

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.

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.

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 L & S Electric, Inc., 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

Mark Schubring, Sates Territory Manager

Name and Title of Contractor's Authorized Official

6/17/2025

Date

PROCUREMENT OF RECOVERED MATERIAL

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

The requirements include: Procuring only items designated in EPA guidelines that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000; Procuring solid waste management services in a way that maximizes energy and resource recovery; and Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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 Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

"Prohibition on Contracting for Covered Telecommunications Equipment or Services (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause— (b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (c) Exceptions. (1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. (d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

DOMESTIC PREFERENCES FOR PROCUREMENT

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

CONTRACT CHANGES OR MODIFICATIONS

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

AFFIRMATIVE SOCIOECONOMIC STEPS

For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps. For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement only applies to non-state entities.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4

COPYRIGHT AND DATA RIGHTS

An NFE is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency "a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so." 2 C.F.R. § 200.315(d) provides to the federal government the rights to "obtain, reproduce, publish, or otherwise use" data produced under a federal award and to authorize others to do the same.

The Contractor grants to the City of Sanibel a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Sanibel or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Sanibel data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Sanibel."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2025

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

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

PRODUCER Hub International Midwest West	CONTACT NAME: Stephanie Gruling	FAX (A/C, No): 715-841-9103	
	PHONE (A/C, No, Ext): 715-841-9103	E-MAIL ADDRESS: stephanie.gruling@compassinsurance.net	
INSURED L & S Electric, Inc. 5101 Mesker Street Schofield WI 54476	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B: Arch Insurance Company		11150
	INSURER C: Underwriters at Lloyd's London		15792
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 1408630932**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	ZAGLB9254902	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP-9W384478-24	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 15,000,000
						AGGREGATE	\$ 15,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	ZAWC19993502	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional/Pollution Liab		B0621PLASE000923	10/1/2024	10/1/2025	Occur/Aggregate	2,000,000
A	XS Professional/Pollution Liab		B0621PLASE001023	10/1/2024	10/1/2025	Occur/Aggregate	3,000,000
	Rented/Leased Equipment		Y-630-3512A31-9-COF-24	10/1/2024	10/1/2025	Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OWNER, the Engineer, their consultants and each of their officers, agents, and employees are included as additional insured with respects to General Liability per form CG2010.

CERTIFICATE HOLDER**CANCELLATION**

City of Sanibel
800 Dunlop Rd
Sanibel FL 33957

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.