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TO BE LISTED ON THE WEBPAGE,
TO BE FOUND BY POTENTIAL
SUB-CONTRACTORS,
AND TO BE OFFICIALLY NOTIFIED OF
ADDENDA.**

FOR ASSISTANCE OR
TO REGISTER
CONTACT:

[MAILTO:CONTRACTADMINISTRATION@TAMPAGOV.NET](mailto:CONTRACTADMINISTRATION@TAMPAGOV.NET)

(813)274-8456, FAX 274-8080
CONTRACT ADMINISTRATION DEPARTMENT
306 E. JACKSON ST. #280A4N
TAMPA, FL 33602

CITY OF
TAMPA, FLORIDA

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS
PROPOSAL, BID BOND, FORM OF NOTICE OF AWARD,
AGREEMENT, PERFORMANCE BOND AND
SPECIFICATIONS

FOR

Contract 09-C-00017

STREET RESURFACING AND COLD MILLING

City of Tampa
CONTRACT ADMINISTRATION DEPARTMENT
TAMPA MUNICIPAL OFFICE BUILDING
306 E. JACKSON STREET - 4TH FLOOR NORTH
TAMPA, FLORIDA 33602

JANUARY 2009

CITY OF TAMPA
CONTRACT ADMINISTRATION DEPARTMENT
306 E. Jackson Street 280A4N
Tampa, FL 33602

BID NOTICE MEMO

Bids will be received no later than 1:30 p.m. on the indicated Date(s) for the following Project(s):

CONTRACT NO.: 08-C-00035; Morrison Avenue Pumping Station Rehabilitation

BID DATE: Tuesday, February 17, 2009 **ESTIMATE:** \$300,000 **DEPOSIT:** \$20 **SCOPE:** The work comprises furnishing all labor, materials, and equipment to remove the 4 existing pumps, discharge piping, and concrete pump pedestals; installation of 3 new pumps, valves, discharge piping, concrete pump pedestals and controls equipment, and rehabilitation of the wet well by application of a structural coating system. **PRE-BID CONFERENCE:** Tuesday, January 27, 2009, on site at 3404 Morrison Avenue, Tampa, FL 33629 at 10:00 a.m.

CONTRACT NO.: 09-C-00016; Cold Recycled Bituminous Base Course

BID DATE: Tuesday, February 17, 2009 **ESTIMATE:** \$2,000,000 **DEPOSIT:** \$20 **SCOPE:** The work comprises furnishing all labor, materials and equipment for construction of prime coat / sealer and incidentals, including mobilization, storage, mixing, placement and compaction of materials, removal of excess material, incidental maintenance of traffic and all appurtenant work at various locations throughout the City. **PRE-BID CONFERENCE:** N/A

CONTRACT NO.: 09-C-00017; Street Resurfacing and Cold Milling

BID DATE: Tuesday, February 17, 2009 **ESTIMATE:** \$2,000,000 **DEPOSIT:** \$20 **SCOPE:** The work comprises furnishing all labor, materials and equipment for construction of street resurfacing and cold milling at various locations within the City for the use of the Department of Public Works-Transportation Division. **PRE-BID CONFERENCE:** N/A

Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. Pre-Bid Conference is held at the same location unless otherwise indicated. Plans and Specifications for this work may be examined at the Contract Administration Department, 306 E. Jackson Street, 4th Floor North, Tampa, Florida 33602. Copies may be obtained upon payment of the refundable deposit indicated for each set. Deposits are refunded if documents are returned in good condition within 15 days after bid opening. Mailing fee should be in the form of a separate check and is available for an additional \$10.00 per set. Delivery via certain other parcel services may be available by providing an account number. Checks should be made payable to the City of Tampa. A Goal may have been established for subcontracting with Small Local Businesses, SLBEs, certified by the City. Links to further information and a list of available SLBEs are on the Department's Construction Project Bidding Web page. Phone (813) 274-8456 for assistance. **Fax 813/274-8080 For Technical Questions.** Visit; http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp for **Project Listings and any Addenda.**

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA
Contract 09-C-00017; STREET RESURFACING AND COLD MILLING

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., February 17, 2009, in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, furnishing all labor, materials and equipment for construction of street resurfacing and cold milling at various locations within the City for the use of the Department of Public Works-Transportation Division with all associated work required for a complete project in accordance with the Contract Documents.

The Instructions to Bidders, Proposal, Form of Bid Bond, Agreement, Form of Performance Bond and Payment Bond, Specifications, Plans and other Contract Documents may be examined at the office of the Contract Administration Department, Municipal Office Building, Fourth Floor North, City Hall Plaza, Tampa, Florida 33602. Copies of the Plans and Specifications may be obtained upon the refundable payment of \$20.00 for each set. Deposits are refunded if documents are returned in good condition within 15 days after bid opening. Mailing is available for an additional charge of \$10 per set. Checks should be made payable to the City of Tampa. (Refundable deposits to be in check form. Each project requires a separate deposit check.)

Each Proposal must be submitted on the Proposal form included in the Specifications and must be accompanied by a certified check or cashier's check on a solvent bank or trust company in compliance with Section 255.051, Florida Statutes, made payable to the City of Tampa, in an amount of not less than five per cent of the total bid, or a Bid Bond, of like amount, on the form set forth in the Contract Documents, as a guarantee that, if the Proposal is accepted, the Bidder will execute the Proposed Contract and furnish Performance and Payment Bonds within twenty (20) days after receipt of Notice of Award of Contract.

The City of Tampa reserves the right to reject any or all Bids and to waive any informalities in the Bid and/or Bid Bond. Acceptance or rejection of Proposals will be made as soon as practicable after the Proposals are received, but the City reserves the right to hold Proposals for ninety (90) days from the date of Opening.

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Refer to Section 287.133 Florida Statutes.

In accordance with the City of Tampa's Equal Business Opportunity Ordinance, a Goal may have been established for subcontracting with Small Local Business Enterprises, SLBEs, certified by the City. Links to further information and a list of SLBEs are on the Department's Construction Project Bidding Web page. A link to the current complete directory of SLBEs is on the Minority Business Development Office Website.

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INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Street Resurfacing and Cold Milling in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

I-1.02 ADDENDA–Section I-2.03 is replaced with the following:

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation must be in writing, addressed to the City of Tampa, Contract Administration Department, 306 E. Jackson St., 4th Floor, Tampa, Florida 33602 and then faxed to 813/274-8080. To be given consideration, such request must be received at least seven (7) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be posted on the Department's web page, with notice given to all prospective bidders at the respective fax numbers or e-mail addresses furnished, for such purposes. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

I-1.03 SIGNATURE OF BIDDERS:

Section I-2.07 is replaced with the following:

Proposals must be signed in ink by the Bidder with signature in full. When firm is a Bidder, the Proposal shall be signed in the name of the firm by one or more partners. When a corporation is a bidder the officer signing shall set out the corporate name in full beneath which he shall sign his name and give the title of his office. The Proposal shall also bear the seal of the corporation attested by its secretary.

If the bidder referred to in Section I-2.07 is a corporation, it must submit with its bid a copy of its filed Articles of Incorporation. In addition, if the bidder was incorporated in another state, it must establish that it is authorized to do business in the State of Florida. If the bidder is using a fictitious name, it must submit with its bid proof of registration of such name with the Clerk of the Circuit Court of the Country where its principal place of business is. Failure to submit what is required is grounds to reject the bid of that bidder.

I-1.04 TIME FOR COMPLETION:

The work shall be arranged to be completed in accordance with a progress schedule approved by the Construction Engineer.

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 365 consecutive calendar days. The period for performance shall start from the date indicated in the "Notice To Proceed".

The award period shall be for a one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year period(s).

In the event that the Contractor does not wish to renew the services of this contract, the Contractor shall notify the City of its intent 90 days prior to the actual renewal date. The Contractor shall continue to supply service at existing prices during the period required buy the City to prepare a formal bid and award the bid for these services.

I-1.05 LIQUIDATED DAMAGES:

The amount of liquidated damages, referred to in Article 4.06 of the Agreement, for completion of this project shall be \$500.00 per calendar day.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.06 BASIS OF AWARD OF CONTRACT:

The basis of award referred to in Item I-2.11 of Instructions to Bidders shall be the greatest amount of work, which can be accomplished within the funds available as budgeted. The award may be made on the basis of the total bid, base bid, alternates(s) if any, unit bids if any, or any combination thereof deemed to be in the best interest of the City.

I-1.07 GROUND BREAKING CEREMONY:

Arrangement may be made by the City in coordination with the Contractor, for construction to commence with a Ground Breaking Ceremony. Details will be discussed at the pre-construction conference.

I-1.08 INSURANCE:

The insurance required for this project shall be as indicated on Pages beginning with INS-1. Before commencing work, the Contractor shall provide the evidence of the insurance required on a Certificate of Insurance accompanied by evidence of authority to bind the insurance company or companies such as agents license, power of attorney, or letter of authority.

I-1.09 SMALL LOCAL BUSINESS ENTERPRISES

In accordance with the Equal Business Opportunity Ordinance, no Goal has been established for subcontracting with Small Local Business Enterprises, SLBEs, certified by the City. Links to further information and a list of available SLBEs are on the Department's Construction Project Bidding Web page. A current complete directory of all certified SLBEs is on the Minority Business Development Office web page.

Compliance Plan - When a Goal has been established, the Bidder must submit a Compliance Plan as described elsewhere herein. A Compliance Plan, completed to the fullest extent possible, must be submitted with the bid. Supplemental information concerning the Bidders Compliance Plan may be submitted prior to award as requested by the City.

DMI Data Reporting Forms - Bidders must complete Diversity Management Initiative DMI reporting forms listing all subcontractors solicited and all subcontractors to be utilized. The forms should be submitted on the day of the bid opening. Any supplemental forms may be submitted within a week or as requested by the City."

I-1.10 BID SECURITY:

Surety companies shall have a rating of not less than B+ Class VI as evaluated in the most recently circulated Best Key rating Guide Property-Liability.

I-1.11 PERFORMANCE BOND AND PAYMENT BOND:

The Bidder who is awarded the Contract will be required to furnish a Public Construction Bond upon the forms provided herein, each equal to 100 percent of the Contract price, such Bonds to be issued and executed by (a) surety company(ies) acceptable to the City of Tampa and licensed to underwrite contracts in the State of Florida.

I-1.12 INSTRUCTIONS TO BIDDERS

Section 2–General Instructions

I-2.03–Addenda and Interpretations, 2nd Paragraph, 1st Sentence:

Change "Department of Public Works" to "Contract Administration Department".

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-2.04–Bid Security, Mid-way into 1st Paragraph:

Change “.proposed Contract and Performance Bond within ten (10) days.” to “.proposed Contract, Performance Bond and Payment Bond within twenty (20) days.”

I-2.04–Bid Security, Mid-way into 6th Paragraph:

Change “.Bidder fails to enter into a Contract and furnish the required Performance Bond.” to “.Bidder fails to enter into a Contract and furnish the required Performance and Payment Bonds.”

I-2.06–Performance and Payment Bond, Last Sentence:

Change “.rating of not less than: Class X.” to “.rating of not less than B+ Class VI.”

I-2.11–Basis of Award, Last Sentence:

Change “.within sixty (60) days.” to “.within ninety (90) days.”

I-1.13 AGREEMENT

Section 2–Powers of the City's Representatives

Add the following:

Article 2.05 CITY'S TERMINATION FOR CONVENIENCE:

The City may, at any time, terminate the Contract in whole or in part for the City's convenience and without cause. Termination by the City under this Paragraph shall be by a notice of termination delivered to the Contractor, specify the extent of termination and the effective date.

Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the City, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

- (a) cease operations as specified in the notice;
- (b) place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- (c) terminate all subcontracts and orders to the extent they relate to the Work terminated;
- (d) proceed to complete the performance of Work not terminated; and
- (e) take actions that may be necessary, or that the City may direct, for the protection and preservation of the terminated Work.

The amount to be paid to the Contract by the City because of the termination shall consist of:

- (a) for costs related to work performed on the terminated portion of the Work prior to the effective date including termination costs relative to subcontracts that are properly chargeable to the terminated portion of the Work.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

- (b) the reasonable costs of settlement of the Work terminated, including accounting, legal, clerical and other expenses reasonable necessary for the preparation of termination settlement proposals and supporting data; additional costs of termination and settlement of subcontracts excluding amounts of such settlements; and storage, transportation, and other costs incurred which are reasonably necessary for the preservation, protection or disposition of the terminated Work; and
- (c) a fair and reasonable profit on the completed Work unless the Contractor would have sustained a loss on the entire Contract had it been completed.

Allowance shall be made for payments previously made to the Contractor for the terminated portion of the Work, and claims which the City has against the Contractor under the Contract, and for the value of materials supplies, equipment or other items that are part of the costs of the Work to be disposed of by the Contractor.

Section 5-Subcontracts and Assignments
Page A-7, Last Paragraph:

Change "~~twenty-five (25) percent~~" to "fifty-one (51) percent".

Section 10-Payments
Article 10.05 Partial Payments, 1st Paragraph, 1st Sentence:

Change "~~fair value of the work done, and may apply for~~" to "fair value of the work done, and shall apply for".

INSTRUCTIONS TO BIDDERS

SECTION 2 GENERAL INSTRUCTIONS

I-2.01 BIDDER'S RESPONSIBILITY

Before submitting Proposals, Bidders shall carefully examine the entire site of the proposed work and adjacent premises and the various means of approach and access to the site, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary construction equipment, and for delivering and handling materials at the site, and inform themselves thoroughly as to all difficulties involved in the completion of all the work in accordance with the Contract Documents.

Bidders must examine the Plans, Specifications, and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to complete the work in strict compliance with the Contract Documents.

Elevations of the ground are shown on the Plans and are believed to be reasonably correct, but are not guaranteed to be absolutely so and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations.

The City may have acquired, for its own use, certain information relating to the character of materials, earth formations, probable profiles of the ground, conditions below ground, and water surfaces to be encountered at the site of the proposed work. This information, if it exists, is on file at the offices of the Department of Public Works and Bidders will be permitted to see and examine this information for whatever value they consider it worth. However, this information is not guaranteed, and Bidders should satisfy themselves by making borings or test pits, or by such other methods as they may prefer, as to the character, location, and amounts of water, peat, clay, sand, quicksand, gravel, boulders, conglomerate, rock, gas or other material to be encountered or work to be performed.

Various underground and overhead structures and utilities are shown on the plans. The location and dimensions of such structures and utilities, where given, are believed to be reasonably correct, but do not purport to be absolutely so. These structures and utilities are plotted on the Plans for the information of the Bidders, but information so given is not to be construed as a representation or assurance that such structures will be found or encountered as plotted, or that such information is complete or accurate.

I-2.02 FORM, PREPARATION AND PRESENTATION OF PROPOSALS

Each Proposal shall be submitted upon the Proposal Form and in accordance with the instructions included herein. The Proposal Form must not be detached herefrom. All blank spaces for bid prices must be filled in, in both words and figures, with the unit or lump sum prices, or both, for which the Proposal is made. The computed total price for each unit price Contract Item shall be determined by multiplying the estimated quantity of the item, as set forth in the Proposal Form, by the corresponding unit price bid for such item. The resulting product shall be entered in the appropriate blank space under the column headed "Computed Total Price for Item". The lump sum price bid for each lump sum price Contract Item shall also be entered in the column headed "Computed Total Price for Item". If a Proposal contains any omissions, erasures, alterations, additions, or items not called for in the itemized Proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of the Proposal. In case of any discrepancy in the unit price or amount bid for any item in the Proposal, the price as expressed in written words will govern. In no case is the Agreement Form to be filled out or signed by the Bidder.

In the case of certain jobs bid Lump Sum a "Schedule of Unit Prices"

must be filled out as an attachment to the Lump Sum proposal. These prices may be used as a guide for the negotiation of change orders, at the City's option.

The proposal must be signed and certified and be presented on the prescribed form in a sealed envelope on/or before the time and at the place stated in the Notice of Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the Proposal is made.

Unless the apparent low bidder is now engaged in or has recently completed contract work for the City of Tampa, he, if requested, shall furnish to the City, after the opening of bids and prior to award, a summary statement of record of construction experience over the past three (3) years with proper supporting evidence, and, if required by the City, shall also furnish a list of equipment and other facilities pertinent to and available for the proper execution of the proposed work, and a statement of financial resources to the extent necessary to establish ability to carry on the proposed work. The City may make further investigations as considered necessary with respect to responsibility of the Bidder to whom it appears may be awarded the Contract.

If forwarded by mail, the sealed envelope containing the Proposal, endorsed as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders and sent by registered mail.

I-2.03 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation must be in writing, addressed to the Contract Administration Department, Tampa Municipal Office Building, 4th Floor North, City Hall Plaza, Tampa, Florida 33602. To be given consideration, such request must be received at least seven (7) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt requested, to all prospective bidders at the respective addresses furnished, for such purposes, not later than three (3) working days prior to the date fixed for the opening of the Proposals, and if requested, a copy will be delivered to the prospective bidder's representative. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

I-2.04 BID SECURITY

Each Proposal must be accompanied by a certified or cashier's check issued by a solvent bank or trust company and payable at sight to the City of Tampa, in compliance with Section 255.051 Florida Statutes, or a Bid Bond upon the form provided herein, in an amount of not less than five percent of the sum of the computed total amount of the Bidder's Proposal as a guarantee that if the Proposal is accepted, the Bidder will execute and fill in the proposed Contract and Performance Bond within twenty (20) days after notice of award of the Contract. Certified checks shall have all necessary documentary revenue stamps attached if required by law. Surety on Bid Bonds shall be a duly authorized surety company authorized to do business in the State of Florida, and all such Bonds shall be issued or countersigned by a local resident producing agent, and satisfactory evidence of the authority of the person or persons executing such Bond to Execute the same shall be submitted with the Bond. Bid Bonds shall be issued by a surety company acceptable to the City.

Within ten (10) days after the opening of Proposals, the bid security of all but the three lowest Bidders will be returned. The bid security of the remaining two Bidders whose Proposals are not accepted will be returned within ten (10) days after the execution of the Contract, or, if no such Contract has been executed, within sixty (60) days after the

date of opening Proposals. The bid security of the Bidder whose Proposal is accepted will be returned only after he has duly executed the Contract and furnished the required Performance Bond and insurance.

Should it be necessary for the City to retain the bid security of the three low Bidders for a period beyond twenty (20) days after the Proposals are received, and said bid security is in the form of checks, the checks of these Bidders will be returned if replaced by Bid Bonds in an amount equal to the amount of the checks of such Bidders in such form and issued by a surety company acceptable to the City.

A Bidder may withdraw his Proposal before the time fixed for the opening of Proposals, without prejudice to himself, by communicating his purpose, in writing, to the Mayor and City Council, and when his communication is received, the Proposal will be handed to him or his authorized agent unopened. No Bidder may withdraw his Proposal within sixty (60) days after the day of opening Proposals.

The Bidder whose Proposal is accepted shall enter into a written contract, upon the Agreement form included herein, for the performance of the work and furnish the required Performance and Payment Bond within ten days after written notice of the City of Award of Contract has been served on such Bidder personally or after receipt of the written notice by registered mail to such Bidder at the address given in his Proposal.

If the Bidder to whom a Contract is awarded refuses or neglects to execute it or fails to furnish the required Performance and Payment Bond within ten (10) days after receipt by him of the Notice of Award of Contract, the amount of his bid security shall be forfeited and shall be retained by the City as liquidated damages, and not as a penalty, it being now agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said Bidder fails to enter into a Contract and furnish the required Performance Bond. If a Bid Bond was furnished, the full amount of the Bond shall become due and payable as liquidated damages caused by such failure. The full amount of the bid security shall be forfeited as liquidated damages without consideration of the fact that an award may be less than the full amount of the Bidder's Proposal, excepting that the award shall be within the conditions of said Proposal relating to the basis of consideration for an award. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

I-2.05 LAWS AND REGULATIONS

The Bidder who is awarded the Contract must comply with all laws of the State of Florida, and all applicable Ordinances of the City of Tampa respecting labor and compensation and with all other statutes, ordinances, rules and regulations applicable and having the force of law.

I-2.06 PERFORMANCE AND PAYMENT BOND

The Bidder who is awarded the Contract will be required to furnish Performance and Payment Bond upon the form provided herein, equal to 100 percent of the Contract price, such Bond to be executed by a surety company acceptable to the City of Tampa and licensed to underwrite contracts in the State of Florida. Surety companies shall have a rating of not less than: Class X as evaluated in the most recently circulated BEST'S KEY RATING GUIDE PROPERTY-LIABILITY.

I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS

Proposals must be signed in ink by the Bidder with signature in full. When a firm is a Bidder, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is a Bidder the officer signing shall set out the corporate name in full beneath which he shall sign his name and give the title of his office. The Proposal shall also bear the seal of the corporation attested by its secretary. Anyone signing the Proposal as agent must file with it legal evidence of his authority to do so.

Bidders who are nonresident corporations shall furnish to the City a duly certified copy of their permit to transact business in the State of

Florida, signed by the Secretary of State, within ten days of the notice to do so. Such notice will be given to Bidders who are nonresident corporations, to whom it appears an award will be made, and the copy of the permit must be filed with the City before the award will be made. Failure to promptly submit this evidence of qualification to do business in the State of Florida may be basis for rejection of the Proposal.

I-2.08 REJECTION OF PROPOSALS

The City reserves the right to reject any Proposal if investigation of the Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. Any or all Proposals will be rejected if there is reason to believe that collusion exists among Bidders. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interests of the City.

I-2.09 QUANTITIES ESTIMATED ONLY

The estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals.

The quantities actually required to complete the Contract work may be less or more than so estimated, and if awarded a Contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The City further reserves the right to vary the quantities in any amount.

I-2.10 COMPARISON OF PROPOSALS

Except jobs bid on a "One Lump Sum" basis, proposals will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantity of each time and the corresponding unit price of each item, and including any lump sum prices on individual items.

The computed total prices for individual Contract Items and the total computed price for the entire Contract, as entered by the Bidder in the Proposal Form, are for convenience only and are subject to correction in the tabulation and computation of the Proposals.

I-2.11 BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsible Bidder or Bidders, as determined by the City and by the terms and conditions of the Contract Documents. Unless all bids are rejected, the award will be made within sixty (90) days after the opening of Proposals. The successful Bidder will be required to possess, or obtain, a valid City Occupational License.

I-2.12 INSURANCE REQUIRED

The successful Bidder and his subcontractors will be required to procure and pay for insurance covering the work in accordance with the provisions of Article 6.02 of the Agreement as indicated on special instructions pages beginning with INS-1.

I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

I-2.14 NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this Proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order Nos. 11246 and 11375. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

Successful Bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written, signed statement from authorized agents of the labor pools with which they will or may deal for employees on the work together with

supporting information to the effect that said labor pools practices and policies are in conformity with Executive Order No. 11246 and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to the award of the Contract.

I-2.15 LABOR STANDARDS

The Bidder's attention is directed to the Contract Provisions of the Labor Standards for federally assisted projects which may be attached to and made a part of the Agreement.

I-2.16 NOTICE TO LABOR UNIONS

If applicable, the successful Bidder will be required to provide Labor Unions and other organizations of workers a completed copy of the form entitled "Notice to Labor Unions or Other Organizations of Workers", and such form may be made a part of the Agreement.

I-2.17 NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to said Secretary prior to the award of a federally-assisted construction and Contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The form of certification may be bound herein following the form of Bid Bond.

Contractors receiving federally-assisted construction Contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractor for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

"A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause."

"Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide from the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause."

The United States requires a pre-award conference if a proposed construction contract exceeds one million dollars to determine if the the prospective contractor is in compliance with the Equal Employment Opportunity requirements of Executive Order 11246 of September 24, 1965. In such instances, a meeting may be scheduled at which the prospective contractor must specify what affirmative action he has taken or proposed to take to assure equal employment opportunity which must be approved by the United States before award of the contract will be authorized.

Bidders must be prepared to submit an Equal Employment Opportunity (EEO) plan at a pre-award conference. The plan must include bidding opportunities offered by the Bidder to minority subcontractors.

On October 13, 1971, President Nixon issued Executive Order 11246 emphasizing the government's commitment to the promotion of minority business enterprise. Accordingly, the United States is firmly committed to the utilization of available resources to support this important program. U.S. agencies are most interested in realizing minority participation on the subject. Achieving equal employment

opportunity compliance is required through Executive Order 11246. WE cannot emphasize too strongly that minority subcontractors be extended subcontractors bidding opportunities as but one step in your affirmative action policy.

Due to the importance of this contract, U.S. Agencies may conduct an EEO Conference prior to the award of the Contract. It is suggested that the responsive Bidder confirm the minority subcontractors he contacted for bids or quotations in his EEO plan submitted at the conference.

I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

By the submission of a Proposal, each Bidder acknowledges that he understands and will agree to be bound by the equal opportunity requirements of Federal regulations which shall be applicable throughout the performance of work under any contract awarded pursuant to solicitation. Each Bidder agrees that if awarded a contract, he will similarly bind contractually each subcontractor. In policies, each Bidder further understands and agrees that if awarded a contract, he must engage in Affirmative Action directed to promoting and ensuring equal employment opportunity in the work force used under the contract (and he must require contractually the same effort of all subcontractors whose subcontracts exceed \$100,000). The Bidder understands and agrees that "Affirmative Action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site work force used on the project. ***** END of SECTION *****

NO TEXT FOR THIS PAGE

TAMPA INSURANCE REQUIREMENTS

REQUIRED INSURANCE - The Contractor shall maintain the following type of insurance for the duration of its agreement with the City. Contracts above \$1,000,000 and contracts involving unusual operations such as U.S.L.H., aircraft, watercraft or explosives shall be referred to Risk Management for insurance requirements.

COMMERCIAL GENERAL LIABILITY INSURANCE - Must be written on Accord 25 form for proof of insurance coverage to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures, if XCU perils exist. Completed operations liability coverage shall be maintained for a minimum of one-year following completion of the work.

If your total proposal price is:	A. \$25,000 or less	B. \$25,001 - \$100,000	C. \$100,001 - \$1,000,000
Your General Liability limit must not be less than:	\$1,000,000 each occurrence	\$1,000,000 each occurrence	\$2,000,000 each occurrence

AUTOMOBILE LIABILITY INSURANCE - Not required if use of vehicles limited to driving to and from the job site. When required, such policy must be maintained in accordance with the laws of the state of Florida as to the ownership, maintenance and use of all owned, non-owned, leased and hired vehicles.

If your total proposal price is:	A. \$25,000 or less	B. \$25,001 - \$100,000	C. \$100,001 - \$1,000,000
Your General Liability limit must not be less than:	\$1,000,000 each occurrence	\$1,000,000 each occurrence	\$1,000,000 each occurrence

WORKERS' COMPENSATION/EMPLOYERS LIABILITY INSURANCE - Workers' Compensation insurance shall cover all employees engaged in work for the Contractor in accordance with the laws of the State of Florida.

If your total proposal price is:	A. & B. \$100,000 or less	C. \$100,001 - \$1,000,000
The Workers Compensation limit shall be:	Statutory	Statutory
Your Employers Liability limit must not be less than:	\$1,000,000 disease each employee \$1,000,000 disease aggregate \$1,000,000 each accident	\$1,000,000 disease each employee \$1,000,000 disease aggregate \$1,000,000 disease each accident

OWNERS & CONTRACTORS PROTECTIVE LIABILITY INSURANCE – Required for all contracts exceeding \$100,000.00, shall be maintained by the Contractor with the City of Tampa as the named insured in a separate original policy to be furnished to the City.

If your total proposal price is:	A. & B. \$100,000 or less	C. \$100,001 - \$1,000,000
Your OCP coverage must not be less than:	Not Required	\$1,000,000 bodily injury and property damage combined single limit each occurrence

BUILDERS RISK INSURANCE/ INSTALLATION FLOATER -Required for all contracts exceeding \$100,000.00, shall be maintained until final payment is made and shall insure against loss of or damage to the work by perils insured under an "All Risk" replacement cost form acceptable to the City, including but not limited to fire, lightning, extended coverage perils, collapse, transit, debris removal required by law, ordinance or regulation, sinkhole, and architects and engineers fees. Flood insurance may also be required. Earthwork may be excluded at the discretion of the City, therefore projects where no building is involved 30% of the contract amount is required. Policy shall show City, Contractor, and subcontractors as their interests may appear as named insureds with losses payable to the City for the benefit of all insureds. Subrogation rights of the insurer against the Contractor and all subcontractors shall be waived by the insurer. Any perils not insured under the policy for which the Contractor is not relieved from responsibility shall be the responsibility of the Contractor.

If your total proposal price is:	
A. & B. \$100,000 or less	C. \$100,001 and Above
Optional at Contractor's discretion. Contractor is responsible for all damages to work until final acceptance by the City.	Limit can be no less than the replacement cost of the work, 30% for earthwork where no building is involved, with a maximum deductible of \$25,000 each occurrence. Deductibles are the responsibility of the Contractor.

ADDITIONAL INSURED - The City must be included as an insured by way of ISO endorsement CG 20 10 or its equivalent on the general and excess liability policies. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the amounts specified above for general liability which shall be excess over any insurance of the Contractor.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive date not later than the beginning of performance of work for the City.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice by registered or certified mail must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Contract Administration Department, 306 E. Jackson Street 4N, Tampa, FL 33602.

NUMBER OF POLICES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

EVIDENCE OF INSURANCE - Within ten (10) working days of receipt of notification of intent to award, the City must receive a certificate of insurance acceptable to the City. Failure to furnish by the 10th working day may disqualify proposer. Certified copies of the policies evidencing the coverages required herein are also acceptable, and if requested shall be furnished to the City. Renewal certificates shall be provided to the City at least ten (10) days prior to expiration of the current coverages.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VI (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

General Decision Number: FL080039 02/08/2008 FL39

Superseded General Decision Number: FL20070039

State: Florida

Construction Type: Highway

Counties: Brevard, Collier, Hernando, Hillsborough, Lee, Manatee, Martin, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole and St Lucie Counties in Florida.

EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPLACE FLIGHT CENTER AND MELABAR RADAR SITE HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, & railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; & other major bridges.

Modification Number	Publication Date
0	02/08/2008

* SUFL1993-012 08/01/1993

	Rates	Fringes
BRICKLAYER (Manhole).....	\$ 9.02	
CARPENTER.....	\$ 9.71	
Concrete Finisher.....	\$ 8.91	
ELECTRICIAN.....	\$ 13.42	
FENCE ERECTOR.....	\$ 7.75	
Form Setter.....	\$ 7.76	
Guardrail erector.....	\$ 7.95	
Ironworkers:		
Reinforcing.....	\$ 12.37	
Structural.....	\$ 6.60	
Laborers:		
Asphalt Raker.....	\$ 7.23	
Pipelayer.....	\$ 8.01	
Unskilled.....	\$ 6.60	
N/A.....	\$ 7.34	
Painters:		
Blaster.....	\$ 10.72	
Power equipment operators:		
Asphalt Distributor.....	\$ 7.39	
Asphalt Paving Machine.....	\$ 8.23	

Asphalt Plant Operator.....\$	6.83
Asphalt Screed.....\$	7.68
Backhoe.....\$	9.00
Boom-Auger.....\$	9.40
Bulldozer.....\$	8.42
Concrete Curb Machine.....\$	8.50
Concrete Groover/Grinder....\$	9.00
Concrete Joint Saw.....\$	9.97
Concrete Mixer Operator.....\$	6.63
Concrete Paving Finish Machine.....\$	8.50
Concrete Pump Op.....\$	13.00
Crane, Derrick, or Dragline.\$	11.53
Earthmover.....\$	7.78
Fork Lift.....\$	7.63
Front End Loader.....\$	8.00
Gradall.....\$	8.76
Grade Checker.....\$	6.60
Guardrail Post Driver.....\$	10.78
Mechanic.....\$	9.52
Milling Machine Grade Checker.....\$	7.03
Milling Machine.....\$	8.76
Motor Grader.....\$	9.54
Mulching Machine.....\$	6.70
Oiler, Greaseman.....\$	7.21
Pavement Striping Machine...\$	11.04
Paving Striping Machine Nozzleman.....\$	7.50
Piledriver Leadsman.....\$	9.75
Piledriver Operator.....\$	10.82
Power Subgrade Mixer.....\$	7.63
Rollers:	
Finish.....\$	7.24
Rough.....\$	6.70
Self-Prop., Rubber Tire....\$	7.01
Scraper.....\$	7.33
Sign Erector.....\$	13.27
Small tool.....\$	7.33
Tractors:	
80 HP or less.....\$	6.60
Light.....\$	6.76
Over 80 HP.....\$	10.62
Trenching Machine.....\$	8.00
Widening Spreader Machine...\$	7.52
Traffic Controller	
TRAFFIC CONTROL SPECIALIST..\$	7.15
TRAFFIC SIGNALIZATION :	
Installer.....\$	9.70
Mechanic.....\$	13.25
Truck drivers:	
Lowboy.....\$	8.02
Multi-Rear Axle.....\$	6.97
Single Rear Axle.....\$	6.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Compliance Plan for Small Local Business Subcontracting - City of Tampa - Equal Business Opportunity Program

Contract _____ Bid Date _____

Bidder _____

Signature _____ Date _____

Name _____ Title _____

The following Compliance Plan is a true report of Good Faith Efforts made to accomplish subcontracting goals for Small Local Business Enterprises, SLBEs, on the referenced contract:

The goal for SLBE participation has been met or exceeded. See the DMI form reporting subcontractors to be utilized.
(Check Box , if appropriate. The remainder of the Compliance Plan need not be reported.)

The goal for SLBE participation has not been met. The following is a recap of Good Faith Efforts made:
(Check applicable boxes below. Enclose additional documents, and/or add remarks below as needed.)

(1) Soliciting through reasonable and available means the interest of SLBEs that have the capability to perform the work of the contract. The Bidder or Contractor must solicit this interest within sufficient time to allow the SLBEs to respond. The Bidder or Contractor must take appropriate steps to follow up initial solicitations with interested SLBEs. See DMI report forms for subcontractors solicited See enclosed supplemental data on solicitation efforts. Remarks:

(2) Providing interested SLBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation. See enclosed sample solicitation. Remarks:

(3) Negotiating in good faith with interested SLBEs that have submitted bids. Documentation of negotiation must include the names, addresses, and telephone numbers of SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with SLBEs to perform the work. That there may be some additional costs involved in soliciting and using SLBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
 DMI subcontractor-utilized forms reflect successful negotiations This project is of a low-bid nature and negotiations are limited to clarifications of scope and specifications. See enclosed document. Remarks:

(4) Not rejecting SLBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The SLBEs standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached explanation for rejection of a low-bidding subcontractor's bid. Remarks:

(5) Making a portion of the work available to SLBE subcontractors and suppliers and to select those portions of the work or material consistent with the available SLBE subcontractors and suppliers, so as to facilitate meeting the goal. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. See enclosed comments. Remarks:

(6) Making good faith efforts, despite the ability or desire of a Bidder or Contractor to perform the work of a contract with its own organization. A Bidder or Contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the goal has been met. Sub-Contractors were not prohibited from submitting bids on work not usually sub-contracted. Remarks:

(7) Selecting portions of the work to be performed by SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SLBE participation, even when the Bidder or Contractor might otherwise prefer to perform these work items with its own forces. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. Sub-Contractors were not prohibited from submitting bids on work not usually sub-contracted. See enclosed comments. Remarks:

(8) Making efforts to assist interested SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed sample solicitation see enclosed document. Remarks:

(9) Making efforts to assist interested SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in a City-sponsored mentor-protégé program. See enclosed sample solicitation. See enclosed document. Remarks:

(10) Effectively using the services of the City and other organizations that provide assistance in the recruitment and placement of SLBEs. See enclosed document. The following services were used:

Other Supporting Good Faith Efforts: See enclosed document. Remarks:

NO TEXT FOR THIS PAGE

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Payment Form

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal

W.O.#/T.O.#/Phase: If the report covers a work order number (W.O.#) or task order number (T.O.#) or Phase for the contract, please indicate it in that space.

Contract Name. This is the name of the contract assigned by the City of Tampa for the bid or proposal.

Contractor Name. The name of your business.

Address. The physical address of your business.

Federal ID. FIN. A number assigned to a business for tax reporting purposes.

Phone. Telephone number to contact business.

Fax. Fax number for business.

Email. Provide email address for electronic correspondence.

Pay Period. Provide start and finish dates for pay period. (ex. 05/01/07 – 05/31/07)

Payment Number. Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)

Total Amount Requested for pay period. Provide all dollars you are expecting to receive for the pay period.

Total Contract Amount (including change orders). Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

Partial Payment. Check if the payment period is a partial payment, not a final payment.

Final Payment. Check if this period is the final payment period.

The following instructions are for information of any and all subcontractors used for the pay period.

Federal ID. FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

SubContractor/SubConsultant/Supplier. Please indicate status of firm on this contract.

Company Name, Address, Phone & Fax. Provide company information for verification of payments.

Type of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business.

SLBE. Enter S for Firms Certified as Small Local Business Enterprises

Trade, Services, or Materials (NIGP code if Known) Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.

Total Subcontract Amount. Provide total amount of subcontract for subcontractor including change orders.

Paid to Date. Provide all dollars paid to subcontractor for all payment periods prior to this pay form.

To Be Paid for this Period. Provide dollar amount of dollars requested for the pay period.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

PROPOSAL

To the Mayor and City Council of the City of Tampa, Florida:

Name of Bidder _____

Business Phone Number _____

Business Name and Mailing Address _____

Phone Number and Name of Contact Regarding Permits _____

Contractor/Qualifiers Name and Federal Identification Number _____

Date of Proposal _____

(If Bidder is a firm, fill in the following blanks):

Names and Residential Addresses of Partners _____

(If Bidder is a corporation, fill in the following blanks):

Organized under the laws of the State of _____

Names and Address of President _____

Name and Address of Vice President _____

Name and Address of Secretary _____

Names and Address of Treasurer _____

NO TEXT FOR THIS PAGE

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (6) That the Bidder
_____ Has; Treasury Number _____
_____ Has not
(Check applicable box)
previously performed work under the President's Executive Order Nos. 11245 and 11375.
- (7) That the undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and finish the required Performance Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:

NO TEXT FOR THIS PAGE

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form

This form must be submitted with all bids or proposals. All subcontractors solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that directly follow are for the form heading information pertaining to the project and prime.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal

Contract Name. This is the name of the contract assigned by the City of Tampa for the bid or proposal.

Contractor Name. The name of your business.

Address. The physical address of your business.

Federal ID. FIN. A number assigned to your business for tax reporting purposes.

Phone. Telephone number to contact business.

Fax. Fax number for business.

Email. Provide email address for electronic correspondence.

No Subcontracting Opportunities existed for this Contract. Checking the box indicates that your business will not use subcontractors and will self-perform all work. If during the administration of the contract you use subcontractors, the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices.

No Firms were contracted because. Provide brief explanation as to why no subcontractor were used.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

The following instructions are for information of any and all subcontractors solicited.

SLBE. Enter “S” for firms Certified by the City of Tampa as Small Local Business Enterprises. Change order.

Federal ID. FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

Company Name, Address, Phone & Fax. Provide company information for verification of payments.

Type of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business.

Trade, Services, or Materials Indicate the trade, service, or material provided by the subcontractor.

NIGP codes are listed at top section of document.

Contract Method L=letter, F=fax, E=Email, P=Phone. Indicate with letter the method of soliciting for bid.

Quote or Resp. (response) Rec'd (received) Y/N. Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form

This form must be submitted with all bids or proposals if subcontracting will be performed. All subcontractors projected to be utilized must be included on this form.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal

Contract Name. This is the name of the contract assigned by the City of Tampa for the bid or proposal.

Contractor Name. The name of your business.

Address. The physical address of your business.

Federal ID. FIN. A number assigned to your business for tax reporting purposes.

Phone. Telephone number to contact business.

Fax. Fax number for business.

Email. Provide email address for electronic correspondence.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

The following instructions are for information of any and all subcontractors solicited.

Federal ID. FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

SLBE. Enter "S" for firms Certified by the City as Small Local Business Enterprises.

Company Name, Address, Phone & Fax. Provide company information for verification of payments.

Type of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business.

Trade, Services, or Materials (NIGP code if Known) Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.

Amount of Quote, Letters of Intent (required for Women/Minority Business Enterprises)

Percent of Contract. Indicate the percent of the total contract price the subcontract(s) represent.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

Contract 09-C-00017; Street Resurfacing and Colding Milling

Item No.	Description	Unit	Approx. Quantity	Unit Price In Words	Unit Price	Total Price for Item
1	Furnish and Install FDOT Type S-1 Asphaltic Concrete	Ton	7,500		\$	\$
2	Furnish and Install FDOT Type S-3 Asphaltic Concrete	Ton	7,500		\$	\$
3	Cold Milling (0" to 1.5" Depth)	SY	75,000		\$	\$
4	Cold Milling (Over 1.5 to 3.0" Depth)	SY	25,000		\$	\$
5	White Line - 6 Inch Width	LF	5,000		\$	\$
6	Yellow Line - 6 Inch Width	LF	5,000		\$	\$
				TOTAL COMPUTED PRICE:		\$

NO TEXT FOR THIS PAGE

Contract 09-C-00017; STREET RESURFACING AND COLD MILLING

Computed Total Price In Words:

_____ dollars and _____ cents.

Computed Total Price in Figures: \$ _____

The bidder certifies that the following addendum(s) have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 ___ #2 ___ #3 ___ #4 ___ #5 ___.

The bidder certifies that it is aware and understands requirements of the City of Tampa Women and Minority Business Enterprise Program.

Bidder acknowledges that included in the various items of the proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90096), (Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total Cost \$ _____

Signed _____

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

NO TEXT FOR THIS PAGE

Contract 09-C-00017; STREET RESURFACING AND COLD MILLING

Accompanying this Proposal is a certified check, cashier's check or Bid Bond (from included herein must be used) on the for at least five (5) percent of the total amount of the Proposal which check shall become the property of the

_____ of _____
(Name of Bank or Surety) (City & State)

City of Tampa, or which bond shall become forthwith due and payable to the City of Tampa, if this Proposal shall be accepted by the City of Tampa and the undersigned shall fail to execute a contract with and to furnish the required Performance Bond and Payment Bond to the City of Tampa within twenty (20) days after the date of receipt of written Notice of Award by the City of Tampa to the undersigned so to do.

Dated _____, 2009

(Name of Bidder)

(Address of Bidder)

(Signature)

(Title)

Where Bidder is a Corporation:

Attest:

Secretary

AFFIX
CORPORATE
SEAL

NO TEXT FOR THIS PAGE

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 200__ by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 200__ by _____ who is ____ personally known to me or has ____ produced _____ as identification.

Notary

My Commission Expires:

For a Firm:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 200__ by _____ who signed on behalf of the said firm. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

NO TEXT FOR THIS PAGE

TAMPA BID BOND
Contract 09-C-00017; STREET RESURFACING AND COLD MILLING

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called the Principal) and _____

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and authorized to do business in the State of Florida, are held and firmly bound unto the City of Tampa, a Municipal Corporation of Hillsborough County, Florida, in the full and just sum of 5% of the amount of the (Bid) (Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Tampa, Florida, to which payment will and truly be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 09-C-00017, Street Resurfacing and Cold Milling.

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Tampa, Florida and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tampa, Florida in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City, then this Bid Bond obligation is to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount thereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2009.

Principal

BY _____

TITLE _____

BY _____

TITLE _____

Countersigned:
(SEAL)

Local Resident Producing Agent

Local Resident Producing Agent's Address

Name of Local Agency

The addition of such phrases as "not to exceed" or like import shall render the (Bid) (Proposal) non-responsive.

NO TEXT FOR THIS PAGE

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of Contract 09-C-00017 in accordance with your Proposal dated _____, amounting to a total of \$ _____ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 2009, between the City of Tampa, Florida, hereinafter called the City, and

hereinafter called the Contractor.

WITNESSETH that, in consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other, the Party of the First Part for itself, its successors and assigns, and the Party of the Second Part for itself, or himself, or themselves, and its successors and assigns, or his or their executors, administrators and assigns, as follows:

Contract 09-C-00017; Street Resurfacing and Cold Milling, shall include, but not be limited to, furnishing all labor, materials and equipment for construction of street resurfacing and cold milling at various locations within the City for the use of the Department of Public Works-Transportation Division with all associated work required for a complete project in accordance with the Contract Documents.

Contract Documents referred to in Article 1.01 of this Agreement also includes this volume, applicable standard drawings, the plans and any provisions referred to whether actually attached or not.

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TAMPA AGREEMENT

SECTION 1 GENERAL

ARTICLE 1.01 THE CONTRACT

Except for titles, subtitles, headings, running headlines, and tables of contents (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

The Notice to Bidders;
The Instructions to Bidders, including Special Instructions and General Instructions;
The Proposal;
The Bid Bond;
The Certification of Nonsegregated Facilities;
The Notice of Award;
The Agreement;
The Performance Bond;
The Notice To Proceed;
The Specifications, including the General Provisions, the Workmanship and Materials, the Specific Provisions or the Contract Items
The Plans;
All Supplementary Drawings Issued after award of the Contract;
All Addenda issued by the City prior to the receipt of proposals;
All provisions required by law to be inserted in this Contract, whether actually inserted or not.

ARTICLE 1.02 DEFINITIONS

The following words and terms, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless different meaning is clear from the context:

(a)"City" shall mean the City of Tampa, Florida, represented by its Mayor and City Council, Party of the First Part, or such other City official as shall be duly empowered to act for the City on matters relating to this Contract.

(b)"Contractor" shall mean the Party of the Second Part hereto, whether corporation, firm or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the Party of the Second Part under this Contract.

(c)"Engineer" shall mean the Director of the Department or his duly authorized representative.

(d)"Consultant" shall mean the engineering or architectural firm or individual employed by the City to consult with and advise the City in the construction of the project.

(e)"Surety" shall mean any person, firm or corporation that has executed as Surety the Contractor's Performance Bond securing the performance of this Contract.

(f)"The Work" shall mean everything expressly or implied required to be furnished and done by the Contractor under the Contract, and shall include both Contract Work

and Extra Work.

(g)"Contract Work" shall mean everything expressly or implied required to be furnished and done by the Contractor by any one or more of the Contract parts referred to in Article 1.01 hereof, except Extra Work, as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine which shall prevail.

(h)"Contract" or "Contract Documents" shall mean each of the various part of the Contract referred to in Article 1.01 hereof, both as a whole and severally.

(i)"Extra Work" shall mean work other than that required either expressly or implied by the contract in its present form.

(j)"Plans" shall mean only those drawings specifically referred to as such in these documents, or in any Addendum. Drawings issued after the execution of the Contract to explain further, or to illustrate, or to show changes in the work, will be known as "Supplementary Drawings" and shall be binding upon the Contractor with the same force as the Plans.

(k)"Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work, as hereinafter detailed and designated as such, or which may be issued in an addendum.

(l)"Addendum or Addenda" shall mean the additional contract provisions issued in writing prior to the receipt of bids.

(m)"Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in his proposal and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

(n)"Project" shall mean the entire improvement package or related work. The "project" may consist of several different, but related, contracts.

(o)"Site" shall mean, and be limited to, the area upon or in which the Contractor's operations are carried on and such other appropriate areas as may be designed as such by the Engineer.

(p)"Subcontractor" shall mean any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, or labor and materials, or labor and equipment or labor, materials, and equipment at the site.

(q)Whenever in the Contract the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used, they shall imply the direction, requirement, permission, order, designation, or prescription of the Engineer; and "approved", "acceptable", "satisfactory", "in the judgement of", and words of like import shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Engineer.

(r)Whenever in the Contract the word "day" is used, it shall mean calendar day.

(s)"Final Acceptance" shall mean acceptance of the

work as evidenced by an official resolution of the City. Such acceptance shall be deemed to have taken place only if and when an approving resolution has been adopted by the City Council. The final acceptance shall be signed only after the City has assured itself by tests, inspection, or otherwise, that all of the provisions of the Contract have been carried out to its satisfaction.

(t)"Eastern Standard Time" shall be construed as the time being observed in the City on the day proposals are received or other documents issued or signed.

SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

It is covenanted and agreed that the Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction, or approval, shall have the power, subject to such express provisions and limitations herein contained as are not in conflict herewith, and subject to review by the Mayor and City Council:

(a)To monitor the performance of the work.

(b)To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder and, when completed, to measure such work for payment.

(c)To determine all questions of an engineering character in relation to the work, to interpret the Plans, Specifications and Addenda.

(d)To determine how the work of this Contract shall be coordinated with the work of other contractors engaged simultaneously on this project.

(e)To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the City or to the Contractor of the work to be done under the Contract.

(f)To amplify the Plans, add explanatory information and furnish additional Specifications and Drawings consistent with the intent of the Contract Documents.

The power of the Engineer shall not be limited to the foregoing enumeration, for it is the intent of this Contract that all of the work shall be subject to his determinations and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein and except as subject to review by the Mayor and City Council. All orders of the Engineer requiring the Contractor to perform work as Contract work shall be promptly obeyed by the Contractor.

The Engineer shall not, however, have the power to issue an extra work order, and the performance of such work on the order of the Engineer without previously obtaining written confirmation thereof from the Mayor in accordance with Article 7.02 hereof may constitute a waiver of any right to extra compensation therefor. The Contractor is warned that the Engineer has no power to change the terms and provisions of this Contract, except minor changes where such change results in no net increase in the Contract Price.

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters

expressly made subject to his determination, direction or approval in his capacity as "Engineer", shall also have the power:

(a)To review any and all questions in relation to this Contract and its performance, except as herein otherwise specifically provided, and his determination upon such review shall be final and conclusive upon the Contractor.

(b)With the approval of the Mayor and City Council to authorize modifications or changes in the Contract so as to require: (1) the performance of extra work, or (2) the omission of Contract work whenever he deems it in the interest of the City to do so, or both.

(c)To suspend the whole or any part of the work whenever, in his judgment, such suspension is required: (1) in the interest of the City generally, or (2) to coordinate the work of the various Contractors engaged on this project, or (3) to expedite the completion of the entire project, even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the City, delayed by such a suspension.

(d)If, before the final acceptance of all the work contemplated herein, it shall be deemed necessary to take over, use, occupy, or operate any part of the completed or partly completed work, the Engineer shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation, or operation of such work by the City after receipt of notice in writing from the Engineer that such work or part thereof will be used by the City on and after the date specified in such notice. Such taking over, use, occupancy or operation of any part of the completed or partially completed work shall not constitute final acceptance or approval of any such part of the work.

ARTICLE 2.03 NO ESTOPPEL

The City shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision, acceptance, return, certificate, or payment made or given under or in connection with this Contract by any officer, agent or employee of the City at any time either before or after final completion and acceptance of the work and payment therefor: (a) from showing the true and correct classification, amount, quality, or character of the work done, or that any determination, decision, acceptance, return certificate or payment is untrue, incorrect or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and (b) from demanding and recovering from the Contractor any overpayments made to him or such damages as it may sustain by reason his failure to comply with the requirements of the Contract of Documents, or both.

ARTICLE 2.04 NO WAIVER OF RIGHTS

Neither the inspection, nor any order, measurements or certificate of the City or its employees, officers, or agents, nor by any order of the City for payment of money, nor any money, nor payments for or acceptance of the whole or any part of the work by the City, nor any extension of time, nor any changes in the Contract, Specifications or Plans, nor any possession by the City or its employees shall operate as a

waiver of any provisions of this Contract, nor any power herein provided nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach.

Any remedy provided in this Contract shall be taken and construed as cumulative, namely, in addition to each and every other suit, action, or legal proceeding. The City shall be entitled as of right to an injunction against any breach of the provisions of this Contract.

SECTION 3 PERFORMANCE OF WORK

ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY

The Contractor shall do all the work and furnish, at his own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for performing and completing the work under this Contract. The Contractor shall be responsible for the entire work until completed and finally accepted by the City.

The work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials as specified and workmanship of the highest quality, all as determined by and entirely to the satisfaction of the Engineer.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Only adequate and safe procedure, methods, structures and equipment shall be used. The Engineer's approval or the Engineer's failure to exercise his right thereon shall not relieve the Contractor of obligations to accomplish the result intended by the Contract, nor shall such create a cause of action for damages.

ARTICLE 3.02 COMPLIANCE WITH LAWS

The Contractor must comply with all local, State and Federal laws, rules, ordinances and regulations applicable to this Contract and to the work done hereunder, and must obtain, at his own expense, all permits, licenses or other authorization necessary for the prosecution of the work.

No work shall be performed under this Contract on Sundays, legal holidays or after regular working hours without the express permission of the Engineer. Where such permission is granted, the Engineer may require that such work be performed without additional expense to the City.

ARTICLE 3.03 INSPECTION

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times, afford the representatives of the City, the Florida Department of Environmental Regulation, and if applicable, the Federal Environmental Protection Agency and the Federal Department of Labor every reasonable, safe and proper facility for inspecting the work done or being done at the

site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefor.

The City shall have the right to reject materials and workmanship which are defective or require their correction. Rejected work and materials must be promptly removed from the site, which must at all times be kept in a reasonably clean and neat condition.

Failure or neglect on the part of the City to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the City. Neither shall it be construed as barring the City at any subsequent time from the recovery of damages of such a sum of money as may be needed to build anew all portions of the work in which inferior work or improper materials were used, wherever found.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make examinations of work already completed, by removing or tearing out all or portions of such work, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of examination and restoration of the work shall be considered an item of extra work to be paid for in accordance with the provisions of Article 7.02 hereof.

ARTICLE 3.04 PROTECTION

During performance and until final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss, or injury. The Contractor shall take proper precaution to protect the finished work from loss or damage, pending completion and the final acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before final acceptance by the City. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others. In the event of any such loss or damage, the Contractor shall forthwith repair, replace, and make good the work without extension of time therefor, except as may be otherwise provided herein.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.

ARTICLE 3.05 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in anywise affected by the work, the removal or destruction of which is not called for by the Plans. This applies, but is not limited, to the public utilities, trees, lawn areas, building monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, upon forty-eight (48) hour written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property not shown on the Plans, when this is made necessary by alteration of grade or alignment authorized by the Engineer, provided that such property has not been damaged through fault of the Contractor, his employees or agents.

ARTICLE 3.06 BOUNDARIES

The Contractor shall confine his equipment, apparatus, the storage of materials, supplies and apparatus of his workmen to the limits indicated on the plans, by law, ordinances, permits or direction of the Engineer.

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91- 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).

ARTICLE 3.08 TAXES

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract shall be paid by the Contractor and shall be deemed to have been included in his bid. The laws of the State of Florida provide that sales and use taxes are payable by the Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor and shall be deemed to have been included in his bid.

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

The Contractor, in the performance of the work under this Contract, shall comply with all Local, State and Federal laws, statutes, ordinances, rules and regulations applicable to protection of the environment; and, in the event he violates any of the provisions of same, he shall be answerable to the Local, State and Federal agencies designated by law to protect the environment. In the event the City receives, from any of the environmental agencies, a citation which is occasioned by an act or omission of the Contractor or his

subcontractor or any officers, employees or agents of either, it is understood and agreed that the Contractor shall automatically become a party-respondent under said citation; and the City immediately shall notify the Contractor and provide him with a copy of said citation.

The Contractor shall comply with the requirements of the citation and correct the offending condition(s) within the time stated in said citation and further shall be held fully responsible for all fines and/or penalties.

**SECTION 4
TIME PROVISIONS**

ARTICLE 4.01 TIME OF START AND COMPLETION

The Contractor must commence work within thirty (30) days subsequent to the date of the receipt of the "Notice to Proceed" by the City unless otherwise provided in the Specific Provisions and Special Instructions. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as well as secure its full completion in accordance with the requirements of the Contract Documents no later than the date specified therefor, or on the date to which the time for completion may be extended.

The Contractor must complete the work covered by this Contract in the number of consecutive calendar days set forth in the Instructions to Bidders, unless the date of completion is extended pursuant to the provisions of Article 4.05 hereof. The period for performance shall start from the date of signing of this Agreement by the City.

The actual date of completion will be established after a final inspection as provided in Article 4.07 hereof.

ARTICLE 4.02 PROGRESS SCHEDULE

To enable the work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit to the Engineer a proposed progress schedule within fifteen (15) days after the award of this Contract.

The schedule shall state the Contract starting date, time for completion and date of completion and shall show the anticipated time of starting and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work and an estimated time required for the delivery of all materials and equipment required for the work. The proposed schedule shall be revised as directed by the Engineer until finally approved by him, and, after such approval, shall be strictly adhered to by the Contractor. The approved progress schedule may be changed only with the written permission of the Engineer.

If the Contractor shall fail to adhere to the approved progress schedule or the schedule as revised, he shall promptly adopt such other or additional means and methods of construction as will make up for the time lost, and will assure completion in accordance with the contract time.

ARTICLE 4.03 APPROVAL REQUESTS

From time to time, as the work progresses and in the sequence indicated by the approved schedule, the Contractor must submit to the Engineer a specific request, in writing, for each item of information or approval required of him by the Contract. These requests must be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Engineer may take to act upon such submissions or resubmissions. The Contractor shall not have any right to an extension of time on account of delays due to his failure to submit his requests for the required information or the required approval in accordance with these requirements.

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

During progress of the work, other Contractors may be engaged in performing other work on this project or on other projects on the site. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the Engineer may direct.

ARTICLE 4.05 EXTENSION OF TIME

If such an application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work should the Contractor be obstructed or delayed in the commencement, prosecution or completion of any part of said work by any act or delay of the City, or by acts or omissions of other Contractors on this project, or by a riot, insurrection, war, pestilence, acts of public authorities, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the date of the Contract, or by strikes, or other causes, which causes of delay mentioned in this Article, in the opinion of the City, are entirely beyond the expectation and control of the Contractor.

The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the City may determine to be due solely to such causes and only to the extent that such occurrences actually delay the completion of the project and then only if the Contractor shall have strictly complied with all of the requirements of Articles 4.01, 4.02, 4.03 and 4.04 hereof. It is hereby understood that the determination by the Engineer as to the order and sequence of the work shall not in itself constitute a basis for extension of time.

The determination made by the City on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor's materialmen, manufacturers, and dealers to furnish approved working drawings, materials, fixtures, equipment, appliances, or other fittings on time or failure of subcontractors to perform their work shall not constitute a basis of extension of time.

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any

act or omission to act of the City or any of its representatives or because of any injunction which may be brought against the City or its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

ARTICLE 4.06 LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is the essence of this Contract and that there will be on the part of the City considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended.

The amount per day set forth in the Instructions to Bidders is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the work under this Contract exceeds the time allowed.

This amount shall, in no event, be considered as a penalty or otherwise than as the liquidated and adjusted damages to the City because of the delay and the Contractor and his Surety agree that the stated sum per day for each such day of delay shall be deducted and retained out of the monies which may become due hereunder and if not so deductible, the Contractor and his Surety shall be liable therefor.

ARTICLE 4.07 FINAL INSPECTION

When the work has been completed in accordance with the requirements of the Contract and final cleaning up performed, a date for final inspection of the work by the Engineer shall be set by the Contractor in a written request therefor, which date shall be not less than ten (10) days after the date of such request. The work will be deemed complete as of the date so set by the Contractor if, upon such inspection, the Engineer determines that no further work remains to be done at the site.

If such inspection reveals interms of work still to be performed, however, the Contractor shall promptly perform them and then request a reinspection. If, upon such inspection, the Engineer determines that the work is complete, the date of final completion shall be deemed to be the last day of such reinspection.

**SECTION 5
SUBCONTRACTS AND ASSIGNMENTS**

ARTICLE 5.01 LIMITATIONS AND CONSENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless the previous written consent of the City shall first be obtained thereto and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other assignment.

Before making any subcontract, the Contractor must submit a

written statement to the Engineer, giving the name and address of the proposed contractor, the portion of the work and materials which he is to perform and furnish and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the City finds that the proposed subcontractor is qualified, the Contractor will be notified in writing. The City may revoke approval of any subcontractor when such subcontractor evidences an unwillingness or inability to perform his work in strict accordance with these Contract Documents. Notice of such revocation of approval will be given in writing to the Contractor.

The Contractor will promptly, upon request, file with the City a conformed copy of the subcontract. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontracts that the City may exercise over the Contractor under provisions of these Contract Documents.

The Contractor shall be required to perform with his own forces at least twenty-five (25) percent of the work, unless written consent to subcontract a greater percentage of the work is first obtained from the City.

ARTICLE 5.02 RESPONSIBILITY

The approval by the City of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults or omissions of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall for all purposes be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

SECTION 6 SECURITY AND GUARANTY

ARTICLE 6.01 CONTRACT SECURITY

The Contractor shall execute and deliver to the City a Performance Bond on the form as provided herein, in an amount at least equal to one hundred (100) percent of the full Contract price, such Bond to be executed by a surety company acceptable to the City. The surety on such Performance Bond shall be a surety company duly authorized to do business in the State of Florida, and the Bond shall be issued or countersigned by a local resident producing agent of such surety company who is a resident of the State of Florida, regularly commissioned and licensed in said State, and satisfactory evidence of the authority of the person or persons executing such Bond shall be submitted with the Bond. The Performance Bond shall serve as security for the faithful performance of this Contract, including

maintenance and guaranty provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the Performance Bond shall be paid by the Contractor.

If, at any time, the City shall become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such bond shall cease to be adequate security for the City, the Contractor shall, within five days after notice so to do, substitute an acceptable Bond in such form and sum and signed by such other sureties as may be satisfactory to the City. The premiums on such Bond shall be paid by the Contractor. No further partial payments shall be deemed due or shall be made until the new sureties have qualified.

ARTICLE 6.02 CONTRACTORS INSURANCE

Insurance required shall be as indicated on Special Instructions pages beginning with "INS-1"

ARTICLE 6.03 AGAINST CLAIMS AND LIENS

The City may withhold from the Contractor as much as any approved payments to him as may, in the opinion of the City, be necessary to secure (a) just claims of any persons supplying labor or materials to the Contractor or any of his subcontractors for the work then due and unpaid; (b) loss due to defective work not remedied, or (c) liability, damage, or loss due to injury to persons or damages to the work or property of other contractors, subcontractors, or others, caused by the act or neglect of the Contractor or of any of his subcontractors. The City shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

ARTICLE 6.04 MAINTENANCE AND GUARANTY

The Contractor hereby guarantees all the work furnished under this Contract against any defects in workmanship and materials for a period of one year following the date of final acceptance of the work by the City. Under this guarantee, the Contractor hereby agrees to make good, without delay, at his own expense, any failure of any part of the work due to faulty materials or manufacture, construction, or installation, or the failure of any equipment to perform satisfactorily all the work put upon it within the limits of the Contract Documents, and further, shall make good any damage to any part of the work caused by such failure. It is hereby agreed that the Performance Bond shall fully cover all guarantees contained in this Article.

It is also agreed that all warranties, expressed or implied, inure to the benefit of the City and are enforceable by the City.

SECTION 7 CHANGES

ARTICLE 7.01 MINOR CHANGES

The City reserves the right to make such additions, deductions, or changes to this Contract from time to time as

it deems necessary and in a manner not materially affecting the substance thereof or materially changing the price to be paid in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions, or changes, and no claim by the Contractor shall be made for any loss of anticipated profits thereby.

Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder, and the Contractor when ordered by the Engineer, shall make such adjustments and changes in said locations and work as may be necessary, without additional cost to the City, provided such adjustments and changes do not alter the character, quantity of cost of the work as a whole, and provided further that Plans and Specifications showing such adjustments and changes are furnished to the Contractor by the City within a reasonable time before any work involving such adjustment and changes is begun. The Engineer shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

ARTICLE 7.02 EXTRA WORK

The City may at any time by a written order and without notice to the sureties require the performance of such extra work as it may find necessary or desirable. An order for extra work shall be valid only if issued in writing and signed by the Mayor and the work so ordered must be performed by the Contractor.

The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:

(a) By such applicable unit prices, if any, as are set forth in the Proposal; or

(b) If no such unit prices are set forth then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or

(c) If no such unit prices are set forth in the Proposal and if the parties cannot agree upon a lump sum or other unit prices then by the actual net cost in money to the Contractor of the extra work performed, which cost shall be determined as follows:

(1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon, in writing, before starting such work for each hour that said labor and foremen are actually engaged thereon, to which shall be added an amount equal to 25 percent of the sum thereof which shall be considered and accepted as full compensation for general supervision, FICA taxes, contributions under the Florida Unemployment Compensation Act, insurance, bond, subcontractor's profit and overhead, the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

(2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site or previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

(3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the Contractor shall receive payment based on the average local area rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

(4) Records of extra work done under this procedure shall be reviewed at the end of each day by the Contractor or his representative and the Engineer. Duplicate copies of accepted records shall be made and signed by both Contractor or his representative and the Engineer, and one copy retained by each.

Request for payment for approved and duly authorized extra work shall be submitted in the same form as Contract work or in the case of work performed under paragraph (c) (1) above upon a certified statement supported by receipted bills. Such statement shall be submitted for the current Contract payment for the month in which the work was done.

ARTICLE 7.03 DISPUTED WORK

If the Contractor is of the opinion that any work required, necessitated, or ordered violates the terms and provisions of this Contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereof. If the Engineer determines that the work in question is Contract work and not extra work or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor shall promptly comply. In order, however, to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five (5) days after receiving notice of the Engineer's determination and direction, notify the City in writing that the work is being performed or that the determination and direction is being complied with under protest. Failure of the Contractor to notify shall be deemed as a waiver of claim for extra compensation or damages therefor.

Before final acceptance by the City, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Final determinations and decisions, in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor until the matter in question has been adjusted.

ARTICLE 7.04 OMITTED WORK

The City may at any time by a written order and without notice to the sureties require the omission of such Contract work as it may find necessary or desirable.

An order for omission of work shall be valid only if signed by the Mayor and the work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

(a) By such applicable unit prices, if any, as are set forth in the Contract; or

(b) By the appropriate lump sum price set forth in the Contract; or

(c) By the fair and reasonable estimated cost to the City

of such omitted work as determined by the Engineer and approved by the City.

SECTION 8 CONTRACTOR'S EMPLOYEES

ARTICLE 8.01 CHARACTER AND COMPETENCY

The Contractor and his subcontractors shall employ upon all parts of the work herein contracted for only competent, skillful, and trustworthy workers. Should the Engineer at any time give notice, in writing, to the Contractor or his duly authorized representative on the work that any employee in his opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the work, such employee shall immediately be dismissed and not again allowed upon the site.

ARTICLE 8.02 SUPERINTENDENCE

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence shall have a competent, experienced, and reliable supervisor or superintendent, acceptable to the Engineer on the site who shall follow without delay all instructions of the Engineer in the prosecution and completion of the work and every part thereof, in full authority to supply workers, material, and equipment immediately. He shall keep on hand at all times copies of the Contract Documents.

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

The Contractor shall, in the performance of the work required to be done under this Contract, employ all workers without discrimination regarding race, creed, color, sex or national origin and must not maintain or provide facilities that are segregated on the basis of race, color, creed or national origin.

ARTICLE 8.04 RATES OF WAGES

On federally assisted projects, the rates of wages to be paid under this Contract shall not be less than the rates of wages set forth in Section 12 of this Agreement.

On other projects, no wage rate determination is included. Florida's Prevailing Wage Law (Section 215.19, Florida Statutes) was repealed effective April 25, 1979.

ARTICLE 8.05 PAYROLL REPORTS

The Contractor and each subcontractor shall, if requested to do so, furnish to the Engineer a duly certified copy of his payroll and also any other information required by the Engineer to satisfy him that the provisions of the law as to the hours of employment and rate of wages are being observed.

Payrolls shall be prepared in accordance with instructions furnished by the City and on approved forms. The Contractor shall not carry on his payroll any persons not employed by him. Subcontractor's employees shall be carried only on the payrolls of the employing subcontractor.

SECTION 9 CONTRACTOR'S DEFAULT

ARTICLE 9.01 CITY'S RIGHT AND NOTICE

It is mutually agreed that: (a) if the Contractor fails to begin work when required to do so, or (b) if at any time during the progress of the work it shall appear to the Engineer that the Contractor is not prosecuting the work with reasonable speed, or is delaying the work unreasonably and unnecessarily, or (c) if the force of workmen or quality or quantity of material furnished are not sufficient to insure completion of the work within the specified time and in accordance with the Specifications hereto attached, or (d) if the Contractor shall fail to make prompt payments for materials or labor or to subcontractors for work performed under the Contract, or (e) if legal proceedings have been instituted by others than the City in such manner as to interfere with the progress of the work and may subject the City to peril of litigation or outside claims of (f) if the Contractor shall be adjudged a bankrupt or make an assignment for the benefit of creditors, or (g) if in any proceeding instituted by or against the Contractor an order shall be made or entered granting an extension of time of payment, composition, adjustment, modification, settlement or satisfaction of his debts or liabilities, or (h) if a receiver or trustee shall be appointed for the Contractor or the Contractor's property, or (i) if the Contract or any part thereof shall be sublet without the consent of the City being first obtained in writing, or (j) if this Contract or any right, monies, or claim thereunder shall be assigned by the Contractor, otherwise than as herein specified, or (k) if the Contractor shall fail in any manner of substance to observe the provisions of this Contract, or (l) if any of the work, machinery, or equipment shall be defective, and shall not be replaced as herein provided, or (m) if the work to be done under this Contract shall be abandoned, then such fact or conditions shall be certified by the Engineer and thereupon the City without prejudice to any other rights or remedies of the City, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and the Contractor must discontinue the work, either as a portion of the work or the whole thereof, as directed.

ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT

Upon receipt of notice that his Contract is in default, the Contractor shall immediately discontinue all further operations on the work or such part thereof, and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools, and supplies.

ARTICLE 9.03 COMPLETION OF DEFAULTED WORK

The City, after declaring the Contractor in default, may then have the work completed or the defective equipment or machinery replaced or anything else done to complete the work in strict accordance with the Contract Documents by such means and in such manner, by Contract with or without public letting, or otherwise, as it may deem advisable,

utilizing for such purpose without additional cost to the City such of the Contractor's plant, materials, equipment, tools, and supplies remaining on the site, and also such subcontractors as it may deem advisable.

The City shall reimburse all parties, including itself, for the expense of such completion, including liquidated damages, if any, and the cost of reletting. The City shall deduct this expense from monies due or to become due to the Contractor under this Contract, or any part thereof, and in case such expense is more than the sum remaining unpaid of the original contract price, the Contractor and his sureties shall pay the amount of such deficiency to the City.

ARTICLE 9.04 PARTIAL DEFAULT

In case the City shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractor or person whom the City may engage to complete the work as to which the Contractor was declared in default.

SECTION 10 PAYMENTS

ARTICLE 10.01 PRICES

For the Contractor's complete performance of the work, the City will pay and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum prices or unit prices in the Contractor's Proposal and the award made therein, plus the amount required to be paid for any extra work ordered under Article 7.02 hereof, less credit for any work omitted pursuant to Article 7.04 hereof. Under unit price items, the number of units actually required to complete the work under the Contract may be more than stated in the Proposal. The Contractor agrees that no claim will be made for any damages or for loss of profits because of a difference between the quantities of the various classes of work assumed and stated in the Proposal Form as a basis for comparing Proposals and the quantities of work actually performed.

The sum as awarded for any lump sum Contract or lump sum Contract Item shall represent payment in full for all of the various classes of work, including materials, equipment, and labor necessary or required to complete, in conformity with the Contract Document, the entire work shown, indicated or specified under the lump sum Contract or lump sum Contract Item.

The amount as awarded as a unit price for any unit price Contract Item shall represent payment in full for all the materials, equipment, and labor necessary to complete, in conformity with the Contract Documents, each unit of work shown, specified, or required under the said unit price Contract Item.

No payment other than the amount as awarded will be made for any class of work included in a lump sum Contract Item or a unit price Contract Item, unless specific provision is

made therefor in the Contract Documents.

ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN

Within fifteen (15) days after the execution of this Contract, the Contractor must submit to the Engineer in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 4.02 hereof, and the value of each of such operations, the total of such items to equal the total price bid. The Contractor shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder but shall not be binding upon the City or the Engineer for any purpose whatsoever.

ARTICLE 10.03 REPORTS, RECORDS AND DATA

The Contractor shall furnish to the Engineer such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates, records, and other data as the Engineer may request concerning work performed or to be performed and the materials furnished under the Contract.

ARTICLE 10.04 PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and equipment delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein; and proof of such payments or releases therefor shall be submitted to the Engineer upon request.

ARTICLE 10.05 PARTIAL PAYMENTS

On or about the first of each month, the Contractor shall make and certify an estimate, on forms prescribed by the City, of the amount and fair value of the work done, and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. When satisfactory progress has been made, and shows that the value of the work completed since the last payment exceeds one percent (1%) of the total Contract price in amount, the Engineer will issue a certificate that such work has been completed and the value thereof. The City will then issue a voucher to the Contractor in accordance with the following schedule:

FOR CONTRACT AMOUNTS UNDER \$250,000

(A) In the amount of ninety percent (90%) of the value of the work completed as certified until construction is one hundred percent (100%) complete (operational or beneficial occupancy), the withheld amount may be reduced below ten percent (10%), at the Engineer's option, to only that amount necessary to assure completion.

FOR CONTRACT AMOUNTS OVER \$250,000

(A) In the amount of ninety percent (90%) of the value of the work completed as certified until construction is fifty percent (50%) complete.

(B) When the dollar value, as determined by the Engineer, of satisfactorily completed work in place is greater than fifty percent (50%) of the original contract price, vouchers for partial payment will be issued by the City to the Contractor in the amount of one hundred percent (100%) of the value of the work, above 50%, completed as certified for that payment period.

(C) If the Contractor has performed satisfactorily and the work is substantially complete (operational or beneficial occupancy) the withheld amount may be reduced, at the Engineer's option, to only that amount necessary to assure completion.

In addition to the Conditions set forth in (A), (B), and (C) above, payments will always be less any sums that may be retained or deducted by the City under the terms of any of the contract documents and less any sums that may be retained to cover monetary guarantees for equipment, materials or progress performance.

Payment on estimates made on or about the first of the month may be expected on or about the 20th of the month.

Unless specified otherwise in the Contract Items, the delivered cost of equipment and nonperishable materials suitably stored at the site of the work and tested for adequacy may be included in the Contractor's application for partial payment provided, however, that the Contractor shall furnish evidence satisfactory to the City that the Contractor is the unconditional owner and in possession of such materials or equipment. The amount to be paid will be 90 percent of the invoice cost to the Contractor which cost shall be supported by receipted bills within 30 days of the date of payment by the City to the Contractor. Such payment shall not relieve the Contractor from full responsibility for completion of the work and for protection of such materials and equipment until incorporated in the work in a permanent manner as required by the Contract Documents.

Before any payment will be made under this Contract, the Contractor and every subcontractor, if required, shall deliver to the Engineer a written, verified statement, in satisfactory form, showing in detail all amounts then due and unpaid by such Contractor or subcontractor to all laborers, workmen, and mechanics, employed by him under the Contract for the performance of the work at the site thereof, for daily or weekly wages, or to other persons for materials, equipment, or supplies delivered at the site of the work during the period covered by the payment under consideration.

ARTICLE 10.06 FINAL PAYMENT

Under determination of satisfactory completion of the work under this Contract as provided in Article 4.07 hereof, the Engineer will prepare the final estimate showing the value of the completed work. This estimate will be prepared within 30 days after the date of completion or as soon thereafter as the necessary measurements and computations can be made.

All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

When the final estimate has been prepared and certified by Engineer, he will submit to the Mayor and City Council the final certificate stating that the work has been completed and the amount based on the final estimate remaining due to the Contractor. The City will then accept the work as fully completed and will, not later than 30 days after the final acceptance, as defined in Article 1.02, of the work done under this Contract, pay the Contractor the entire amount so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided, however, and it is understood and agreed that, as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with this work. The City, at its option, may permit the Contractor to execute a separate surety bond in a form satisfactory to the City. The surety bond shall be in the full amount of the suit or suits.

Neither the final payment nor any part of the retained percentage shall be paid until the Contractor, if required, shall furnish the City with a complete release from any should remain unsatisfied after all payments are made, the Contractor shall refund to the City all monies which the City may be compelled to pay in discharging such claim, including incidental costs and attorney's fees.

ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT

The acceptance by the Contractor, or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the City and every officer and agent thereof from any and all claims and liability to the Contractor for anything done or furnished in connection with the work or project and for any act or neglect of the Contractor or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

SECTION 11 MISCELLANEOUS PROVISIONS

ARTICLE 11.01 CONTRACTOR'S WARRANTIES

In consideration of, and to induce the award of this contract to him, the Contractor represents and warrants:

(a) That he is not in arrears to the City upon debt or contract, and he is not a defaulter, as surety, contractor, or otherwise.

(b) That he is financially solvent and sufficiently experienced and competent to perform the work.

(c) That the work can be performed as called for by the Contract Documents.

(d) That the facts stated in his proposal and the information given by him are true and correct in all respects.

(e) That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be

furnished for the completion of this Contract, and that his information was secured by personal investigation and research.

ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES

It is mutually understood and agreed that Contract prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process, to be performed under the Contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses, and damages which may be incurred by reason of such infringement at any time during the prosecution or after completion of the work.

ARTICLE 11.03 SUITS AT LAW

In case any action at law or suit in equity may or shall be brought against the City or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the Contractor or his subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed by the Contractor or his subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or alleged negligence of the Contractor or his subcontractors, employees, or agents, or in any other manner arising out of the performance of this Contract, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Contractor, and the Contractor shall also indemnify and save harmless the City, its officers, agents, and employees from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Contractor.

The Contractor shall and does hereby assume all liability for and agrees to indemnify the City or its Engineer against any or all loss, costs, damages, and liability for any or by reason of any lien, claims or demands, either for materials purchased or for work performed by laborers, mechanics, and others and from any damages, costs, actions, or causes of action and judgement arising from injuries sustained by mechanics, laborers, or other persons by reason of accidents or otherwise, whether caused by the carelessness or inefficiency or neglect of said Contractor, his subcontractors, agents, employees, workmen or otherwise.

ARTICLE 11.04 CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work covered by Article 7.02 and 7.03 hereof, by reason of any act or omission of the City, its agents, or any persons, he shall, within five days after sustaining such damage, make and

deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the City. On or before the 15th of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Engineer an itemized statement of the details and amounts of such damage, duly verified by the Contractor. Unless such statements shall be made delivered within the times aforesaid, it is stipulated that and all claims for such compensation shall be forfeited and invalidated, and the Contractor shall not be entitled to payment on account of such claims.

ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS

No claim whatsoever shall be made by the Contractor against any officer, agent, employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

ARTICLE 11.06 LIABILITY UNAFFECTED

Nothing herein contained shall in any manner create any liability against the City on behalf of any claim for labor, services, or materials, or of subcontractors, and nothing herein contained shall affect the liability of the Contractor or his sureties to the City or to any workmen or materialsmen upon bond given in connection with this Contract.

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

Whenever there appears in this Agreement, or in the other Contract Documents made a part hereof, an indemnification provision within the purview of Chapter 725.06, Laws of Florida, the monetary limitation on the extent of the indemnification under each such provision shall be One Million Dollars or a sum equal to the total Contract price, whichever shall be the greater.

ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN

If this contract contains any unlawful provisions not an essential part of the Contract and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any 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 application of either party the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR

In the event of death or legal incompetency of a Contractor who shall be an individual or surviving member of a contracting firm, such death or adjudication of incompetency

shall not terminate the Contract, but shall act as default hereunder to the effect provided in Article 9.01 hereof and the estate of the Contractor and his surety shall remain liable hereunder to the same extent as though the Contractor had lived. Notice of default, as provided in Article 9.01 hereof, shall not be required to be given in the event of such death or adjudication of incompetency.

ARTICLE 11.11 NUMBER AND GENDER OF WORDS

Whenever the context so admits or requires, all references herein in one number shall be deemed extended to and including the other number, whether singular or plural, and the use of any gender shall be applicable to all genders.

ARTICLE 11.12 ACCESS TO RECORDS

Representatives of Federal Agencies, if applicable, and the State of Florida shall have access to the work whenever it is in preparation of progress. On federally assisted projects the Federal Agency, the Comptroller General of the United States, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcription thereof.

**SECTION 12
LABOR STANDARDS**

ARTICLE 12.01 LABOR STANDARDS

The Contractor shall comply with all of the regulations set forth in "Labor Standards Provisions for Federally Assisted Construction Contracts", which may be attached, and any applicable Florida Statutes.

ARTICLE 12.02 NOTICE TO LABOR UNIONS

If required, the Contractor shall provide Labor Unions and other organizations of workers, and shall post, in a conspicuous place available to employees or applicants for employment, a completed copy of the form entitled "Notice to Labor Unions or Other Organizations of Workers" attached to and made a part of this Agreement.

ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91- 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). Nothing in these Acts shall be construed to supersede or in any manner affect any worker's compensation law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.

ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS

The Contractor understands and agrees to be bound by the equal opportunity requirements of Federal regulations which shall be applicable throughout the performance of work under this Contract. The Contractor also agrees to similarly

bind contractually each subcontractor. In policies, the Contractor agrees to engage in Affirmative Action directed at promoting and ensuring equal employment opportunity in the work force used under the Contract (and the Contractor agrees to require contractually the same effort of all subcontractors whose subcontractors exceed \$100,000). The Contractor understands and agrees that "Affirmative Action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site work force used on the Contract.

ARTICLE 12.05 PREVAILING RATES OF WAGES

Florida's prevailing wage law was repealed effective April 25, 1979.

For Federally assisted projects, appropriate prevailing wage rate determinations are indicated on pages beginning with WR-1.

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PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number) _____

Name of Contractor: _____

Principal Business Address of Contractor: _____

Telephone Number of Contractor: _____

Name of Surety (if more than one list each): _____

Principal Business Address of Surety: _____

Telephone Number of Surety: _____

Owner is The City of Tampa, Florida

Principal Business Address of Owner: _____ 306 E Jackson St, Tampa, FL 33602

_____ Contract Administration Department (280A4N)

Telephone Number of Owner: _____ 813/274-8456

Contract Number Assigned by City to contract which is the subject of this bond: _____

Legal Description or Address of Property Improved or Contract Number is: _____

General Description of Work and Services: _____

NO TEXT FOR THIS PAGE

KNOW ALL MEN BY THESE PRESENTS That we, _____

(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of _____, and

(Name of Surety)

a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called Owner, in the penal sum of _____ Dollars and _____ Cents (\$_____), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, 20____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) (Section 713.01), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Contractor and Surety acknowledge that the Work for which this bond has been issued may be one of several such contract documents for a group of projects. This bond does not secure covenants to pay for or to perform design services survey or program management services. The Owner/Obligee is expected to reasonably account for damages that are caused to Owner with respect to Principal's (Contractor's) default in performance of the scope of the Work incorporated by reference into the bond, and notwithstanding any contractual or common law remedy permitted to Owner as against Contractor, the obligation of Surety for any damages under this bond shall be determined by the cost of completion of the Work less the contract balance unpaid upon default of Contractor for the Work plus liquidated damages at the rate of \$500.00 per day for delays by the Contractor and/or Surety in reaching substantial completion.
6. The notice requirements for claimants and conditions for entitlement to payment set forth in Section 255.05, Fla. Stat. and the limitations period to actions upon Section 255.05, Fla. Stat. bonds apply to claimants seeking payment from surety under this bond. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.
7. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract documents or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

NO TEXT FOR THIS PAGE

8. The above SURETY states that it has read all of the Contract Documents made by the CONTRACTOR with the CITY, hereto attached, and the terms and conditions of the contract and work, and is familiar therewith and in particular those portions of the Agreement concerning the guaranty of such CONTRACTOR for a period of one year following the date of the final acceptance of the completed work under the Contract by the CITY, all of which this BOND includes.

DATED ON _____, 20__

(Name of Principal)

(Name of Surety)

(Principal Business Address)

(Surety Address)

By _____

By _____
(As Attorney in Fact)*

Title _____

Telephone Number of Surety

Telephone Number of Principal

Accepted by City of Tampa:

Countersignature:

By _____
Pam Iorio, Mayor

(Name of Local Agency)

Date: _____ 20__

(Address of Resident Agent)

By _____

Approved as to legal sufficiency:

Title _____

By _____
Assistant City Attorney

Telephone Number of Local Agency

Date: _____, 20__

*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

SPECIFICATIONS GENERAL PROVISIONS

SECTION 1 SCOPE AND INTENT

G-1.01 DESCRIPTION

The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract.

G-1.02 WORK INCLUDED

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

The cost of incidental work described in these General Provisions, for which there are no specific Contract Items, shall be considered as part of the overhead cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefor.

The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his plant and equipment, prior approval of the Engineer notwithstanding.

G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the City, other governmental bodies or privately owned by individuals, firms, or corporations, and used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work.

The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself

fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

The Contractor shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.

Public utility installations or structures owned or controlled by the City or other governmental body which are shown on the Plans to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various Contract Items. No separate payment shall be made therefor.

Where public utility installations or structures owned or controlled by the City or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided for in Article 7.02 of the Agreement.

The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

All City and other governmental utility departments and other owners of public utilities, which may be affected by the work, will be informed in writing by the Engineer within two weeks after the execution of the Contract or Contracts covering the work. Such notice will set out, in general, and direct attention to, the responsibilities of the City and other governmental

utility departments and other owners of public utilities for such installations and structures as may be affected by the work and will be accompanied by one set of Plans and Specifications covering the work under such Contract or Contracts.

In addition to the general notice given by the Engineer, the Contractor shall give written notice to all City and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the "Underground Utility Notification Center for Excavators (Call Candy)".

The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Engineer.

SECTION 2 PLANS AND SPECIFICATIONS

G-2.01 PLANS

The Plans referred to in the Contract Documents bear the general project name and number as shown in the Notice To Bidders.

When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

G-2.02 COPIES FURNISHED TO CONTRACTOR

After the Contract has been executed, the Contractor will be furnished with five sets of paper prints, the same size as the original drawings, of each sheet of the Plans and five copies of the Specifications. Additional copies of the Plans and Specifications, when requested, may be furnished to the Contractor at cost of reproduction.

The Contractor shall furnish each of the subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as may be required for his work.

G-2.03 SUPPLEMENTARY DRAWINGS

When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and five paper prints thereof will be given to the Contractor.

The Supplementary Drawings shall be binding upon the Contractor with the same force as the Plans. Where such Supplementary Drawings require either less or more than the estimated quantities of work, credit to the City or compensation therefor to the Contractor shall be subject to the terms of the Agreement.

G-2.04 CONTRACTOR TO CHECK PLANS AND DATA

The Contractor shall verify all dimensions, quantities, and details shown on the Plans, Supplementary Drawings, Schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions as full instructions will be furnished by the Engineer, should such errors or omissions be discovered. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

G-2.05 SPECIFICATIONS

The specifications consist of four parts, the General Provisions, the Technical Specifications, the Special Provisions and the Contract Items. The General Provisions and Technical Specifications contain general requirements which govern the work. The Special Provisions and the Contract Items modify and supplement these by detailed requirements for the work and shall always govern, whenever there appears to be conflict.

G-2.06 INTENT

All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

SECTION 3 WORKING DRAWINGS

G-3.01 SCOPE

The Contractor shall promptly prepare and submit layout, detail and shop drawings to insure proper construction, assembly, and installation of the work using those materials and methods as hereafter specified under the Technical Specifications, Special Provisions and Contract Items.

These drawings shall accurately and distinctly present the following:

- a. All working and erection dimensions.
- b. Arrangements and sectional views.
- c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts listed and description thereof.

Drawings for mechanical equipment shall present, where applicable, such data as dimensions, weight and performance characteristics. These data shall show conformance with the performance characteristics and other criteria incorporated in the Plans and Specifications.

Each drawing shall be dated and shall contain the name of the project, Division number and description, the technical specifications section number, names of equipment or materials and the location at which the equipment or materials are to be installed. Location shall mean both physical location and location relative to other connected or attached material. The Engineer will return unchecked any submittal which does not contain complete data on the work and full information on related matters.

Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

The Contractor shall review all working drawing submittals before transmitting them to the Engineer to determine that they comply with requirements of the Specifications. Drawings which are incomplete or are not in compliance with the Contract Documents shall not be submitted for processing by the Engineer. The Contractor shall place his stamp of approval on all working drawings submitted to the Engineer to indicate compliance with the above.

G-3.02 APPROVAL

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal; otherwise approval of such submittals shall not constitute approval of the departure. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, material, equipment, or apparatus shown or indicated.

The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until such drawings have been approved by the Engineer.

The procedure in seeking approval of the working drawings shall be as follows:

1. The Contractor shall submit four complete sets of drawings

and other descriptive data together with one copy of a letter of transmittal to the Engineer for approval. The letter of transmittal shall contain the name of the project, contract number, technical specifications section number, the name of the Contractor, a list of drawings with numbers and titles, and any other pertinent information.

2. Drawings or descriptive data will be stamped "Approved", "Approved Subject to Corrections Marked", or "Examined and Returned for Correction" and one copy with a letter of transmittal will be returned to the Contractor.

3. If a drawing or other data is stamped "Approved", the Contractor shall insert the date of approval on five additional copies of the document and transmit the five copies to the Engineer together with one copy of a letter of transmittal containing substantially the same information as described in Instruction 1. above.

4. If a drawing or other data is stamped "Approved Subject to Corrections Marked", the Contractor shall make the corrections indicated and proceed as in Instruction 3., above.

5. If a drawing or data is stamped "Examined and Returned for Correction", the Contractor shall make the necessary corrections and resubmit the documents as set forth in Instruction 1., above. The letter of transmittal shall indicate that this is a resubmittal.

The Contractor shall revise and resubmit the working drawings as required by the Engineer, until approval thereof is obtained.

SECTION 4 MATERIALS AND EQUIPMENT

G-4.01 GENERAL REQUIREMENTS

All materials, appliances, and types or methods of construction shall be in accordance with the Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable laws, ordinances, and codes.

All materials and equipment shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert personnel, and intended for the use for which they are offered. Materials or equipment which, in the opinion of the Engineer, are inferior or of a lower grade than indicated, specified, or required will not be accepted.

The quality of Workmanship and Materials entering into the work under this Contract shall conform to the requirements of the pertinent sections, clauses, paragraphs, and sentences, both directly and indirectly applicable thereto, of that part of the Technical Specifications, whether or not direct reference to such occurs in the Contract Items.

Equipment and appurtenances shall be designed in conformity with ANSI, ASME, IEEE, NEMA and other

generally accepted standards and shall be of rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation, and all conditions of operation. All bearings and moving parts shall be adequately protected against wear by bushings or other approved means and shall be fully lubricated by readily accessible devices. Details shall be designed for appearance as well as utility. Protruding members, joints, corners, gear covers, and the like, shall be finished in appearance. All exposed welds shall be ground smooth and the corners of structural shapes shall be mitered.

Equipment shall be of the approximate dimensions as indicated on the Plans or as specified, shall fit the spaces shown on the Plans with adequate clearances, and shall be capable of being handled through openings provided in the structure for this purpose. The equipment shall be of such design that piping and electrical connections, ductwork, and auxiliary equipment can be assembled and installed without causing major revisions to the location or arrangement of any of the facilities.

Machinery parts shall conform exactly to the dimensions shown on the working drawings. There shall be no more fitting or adjusting in setting up a machine than is necessary in assembling high grade apparatus of standard design. The equivalent parts of identical machines shall be made interchangeable. All grease lubricating fittings on equipment shall be of a uniform type. All machinery and equipment shall be safeguarded in accordance with the safety codes of the ANSI and applicable state and local codes.

G-4.02 MANUFACTURER

The names of proposed manufacturers, suppliers, material, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval, as early as possible, to afford proper investigation and checking. Such approval must be obtained before shop drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.

All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the Engineer, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

G-4.03 REFERENCE TO STANDARDS

Whenever reference is made to the furnishing of materials or

testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for proposals, even though reference has been made to an earlier standard, and such standards are made a part hereof to the extent which is indicated or intended.

Reference to a technical society, organization or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO for American Association of State Highway and Transportation Officials (formerly AASHO)
ACI for American Concrete Institute
AGMA for American Gear Manufacturer's Association
AFBMA for Anti-Friction Bearing Manufacturer's Association
AISC for American Institute of Steel Construction
AISI for American Iron and Steel Institute
ANSI for American National Standards Institute
ASCE for American Society of Civil Engineers
ASTM for American Society for Testing and Materials
ASME for American Society of Mechanical Engineers
AWS for American Welding Society
AWWA for American Water Works Association
AWPA for American Wood Preservers Association
CEMA for Conveyor Equipment Manufacturers Association
CIPRA for Cast Iron Pipe Research Association
IEEE for Institute of Electrical and Electronic Engineers
IPCEA for Insulated Power Cable Engineers Association
NEC for National Electrical Code
NEMA for National Electrical Manufacturers Association
SAE for Society of Automotive Engineers
SHBI for Steel Heating Boiler Institute
Fed.Spec. for Federal Specifications
Navy Spec. for Navy Department Specifications
U.L.,Inc. for Underwriters' Laboratories, Inc.

When no reference is made to a code, standard or specification, the Standard Specifications of the ANSI, the ASME, the ASTM, the IEEE, or the NEMA shall govern.

G-4.04 SAMPLES

The Contractor shall, when required, submit to the Engineer for approval typical samples of materials and equipment. The samples shall be properly identified by tags and shall be submitted sufficiently in advance of the time when they are to be incorporated into the work, so that rejections thereof will not cause delay. A letter of transmittal, in duplicate, from the Contractor requesting approval must accompany all such samples.

G-4.05 EQUIVALENT QUALITY

Whenever, in the Contract Documents, an article, material, apparatus, equipment, or process is called for by trade name or by the name of a patentee, manufacturer, or dealer or by reference to catalogs of a manufacturer or dealer, it shall be understood as intending to mean and specify the article, material, apparatus, equipment or process designated, or any

equal thereto in quality, finish, design, efficiency, and durability and equally serviceable for the purposes for which it is intended.

Whenever material or equipment is submitted for approval as being equal to that specified, the decision as to whether or not such material or equipment is equal to that specified shall be made by the Engineer.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the designated material or equipment.

Neither the approval by the Engineer of alternate material or equipment as being equivalent to that specified nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Specifications.

G-4.06 DELIVERY

The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid a delay in, or impediment of, the progress of the work of any related Contractor.

G-4.07 CARE AND PROTECTION

The Contractor shall be solely responsible for properly storing and protecting all materials, equipment, and work furnished under the Contract from the time such materials and equipment are delivered at the site of the work until final acceptance thereof. He shall, at all times, take necessary precautions to prevent injury or damage by water, freezing, or by inclemencies of the weather to such materials, equipment and work. All injury or damage to materials, equipment, or work resulting from any cause whatsoever shall be made good by the Contractor.

The Engineer shall, in all cases, determine the portion of the site to be used by the Contractor for storage, plant or for other purposes. If, however, it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the work or interference with the work to be done by any other Contractor, the Contractor shall remove and restack such materials at his own expense.

G-4.08 TOOLS AND ACCESSORIES

The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Spare parts shall be furnished as specified.

Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

G-4.09 INSTALLATION OF EQUIPMENT

The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.

The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in non-shrink grout, each piece of equipment on its supporting base that rests on masonry foundations. Grout shall completely fill the space between the equipment base and the foundation.

G-4.10 OPERATING INSTRUCTIONS

The Contractor, through qualified individuals, shall adequately instruct designated employees of the City in the operation and care of all equipment installed hereunder, except for equipment that may be furnished by the City.

The Contractor shall also furnish and deliver to the Engineer three complete sets for permanent files, identified in accordance with Subsection G-3.01 hereof, of instructions, technical bulletins and any other printed matter, such as diagrams, prints or drawings, containing full information required for the proper operation, maintenance, and repair, of the equipment installed and the ordering of spare parts, except for equipment that may be furnished by the City.

In addition to the above three copies, the Contractor shall furnish any additional copies that may be required for use during construction and start-up operations.

G-4.11 SERVICE OF MANUFACTURER'S ENGINEER

The Contract prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in

permanent operation by the City, such engineer or superintendent shall make all adjustments and tests required by the Engineer to provide that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the City in the proper operation and maintenance of such equipment.

SECTION 5 INSPECTION AND TESTING

G-5.01 GENERAL

The Contractor's attention is hereby directed to Article 3.03 of the Agreement.

Inspection and testing of materials will be performed by the City unless otherwise specified.

For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material and equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the City.

Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the City formally takes over the operation thereof.

G-5.02 COSTS

All inspection and testing of materials furnished under this Contract will be performed by the City or duly authorized inspection engineers or inspection bureaus without cost to the Contractor, unless otherwise expressly specified.

The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such costs shall be deemed to be included in the contract price.

Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the City for compliance. The Contractor shall reimburse the City for the expenditures incurred in making

such tests on materials and equipment which are rejected for noncompliance.

G-5.03 INSPECTIONS OF MATERIALS

The Contractor shall give notice, in writing to the Engineer, sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice the Engineer will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that inspection will be made at a point other than the point of manufacture, or he will notify the Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

G-5.04 CERTIFICATE OF MANUFACTURE

When inspection is waived or when the Engineer so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

G-5.05 SHOP TESTS OF OPERATING EQUIPMENT

Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. No such equipment shall be shipped to the work until the Engineer notifies the Contractor, in writing, that the results of such tests are acceptable.

Five copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Engineer for approval.

The cost of the shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

G-5.06 PRELIMINARY FIELD TESTS

As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments, and replacements required.

TEMPORARY STRUCTURES

G-5.07 FINAL FIELD TESTS

Upon completion of the work and prior to final payment, all equipment and appliances installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.

The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment, and instruments necessary for all acceptance tests, at no additional cost to the City.

G-5.08 FAILURE OF TESTS

Any defects in the materials and equipment or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the Contractor by replacements or otherwise. The decision of the Engineer as to whether or not the Contractor has fulfilled his obligations under the Contract shall be final and conclusive. If the Contractor fails to make those corrections or if the improved materials and equipment, when tested, shall again fail to meet the guarantees or specified requirements, the City, notwithstanding its partial payment for work, and materials and equipment, may reject the materials and equipment and may order the Contractor to remove them from the site at his own expense.

In case the City rejects any materials and equipment, then the Contractor shall replace the rejected materials and equipment within a reasonable time. If he fails to do so, the City may, after the expiration of a period of thirty calendar days after giving him notice in writing, proceed to replace such rejected materials and equipment, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under this Contract.

The City agrees to obtain other equipment within a reasonable time and the Contractor agrees that the City may use the equipment furnished by him without rental or other charges until the new equipment is obtained.

Materials or work in place that fails to pass acceptability tests shall be retested at the direction of the construction engineer all such retests shall be at the Contractor's expense. The rates charged shall be in accordance with the Department of Public Works current annual inspection contract which is available for inspection at the offices of the Department of Public Works.

G-5.09 FINAL INSPECTION

The procedures for final inspection shall be in accordance with the provisions of Article 4.07 of the Agreement. During such final inspections, the work shall be clean and free from water. In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

SECTION 6

G-6.01 GENERAL

All false work, scaffolding, ladders, hoistways, braces, pumping plants, shields, trestles, roadways, sheeting, centering forms, barricades, drains, flumes, and the like, any of which may be needed in the construction of any part of the work and which are not herein described or specified in detail, must be furnished, maintained and removed by the Contractor, and he shall be responsible for the safety and efficiency of such works and for any damages that may result from their failure or from their improper construction, maintenance, or operation.

G-6.02 PUBLIC ACCESS

At all points in the work where public access to any building, house, place of business, public road, or sidewalk would be obstructed by any action of the Contractor in executing the work required by this Contract, the Contractor shall provide such temporary structure, bridges or roadway as may be necessary to maintain public access at all times. At least one lane for vehicular traffic shall be maintained in streets in which the Contractor is working. Street closure permits are required from the Department of Public Works.

The Contractor shall provide suitable temporary bridges, as directed by the Engineer, at street intersections when necessary for the maintenance of vehicular and pedestrian traffic.

Prior to temporarily cutting of access to driveways and garages, the Contractor shall give twelve (12) hours notice to affected property owners. Interruptions to use of private driveways shall be kept to a minimum.

G-6.03 CONTRACTOR'S FIELD OFFICE

The Contractor shall erect, furnish and maintain a field office with a telephone at the site during the entire period of construction. He or an authorized agent shall be present at this office at all times while his work is in progress. Readily accessible copies of both the Contract Documents and the latest approved working drawings shall be kept at this field office.

G-6.04 TEMPORARY FENCE

If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall, at his own expense, if so ordered by the Engineer, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The Engineer shall be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.

G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance, or operation and will indemnify and save harmless the City from

all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

SECTION 7 TEMPORARY SERVICES

G-7.01 WATER

The Contractor shall provide the necessary water supply at his own expense. He shall, if necessary, provide and lay necessary waterlines from existing mains to the place of using, shall secure all necessary permits and pay for all taps to water mains or hydrants and for all water used at the established rates.

G-7.02 LIGHT AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor will not be permitted to proceed with any portion of the work affected thereby.

G-7.03 SANITARY REGULATIONS

The Contractor shall prohibit and prevent the committing of nuisances on the site of the work or on adjoining property and shall discharge any employee who violates this rule.

Ample washrooms and toilet facilities and a drinking water supply shall be furnished and maintained in strict conformity with the law by the Contractor for use by his employees.

G-7.04 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall comply with the U. S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596), and under Section 107 of the Contract Work. Hours and Safety Standards Act (PL 91-54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act.

G-7.05 FIRST AID

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when men are employed on the work.

G-7.06 HEATING

The Contractor shall provide temporary heat, at his own expense, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work.

SECTION 8

LINES AND GRADES

G-8.01 GENERAL

All work done under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

The Engineer will establish bench marks and base line controlling points. Reference remarks for lines and grades as the work progresses will be located to cause as little inconvenience to the prosecution of the work as possible. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the use of the reference marks provided. He shall remove any obstructions placed by him contrary to this provision.

G-8.02 SURVEYS

The Contractor shall furnish and maintain, at his own expense, stakes and other such materials, and give such assistance, including qualified helpers, as may be required by the Engineer for setting reference marks. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review of the Engineer.

The Contractor shall keep the Engineer informed a reasonable time in advance as to his need for line and grade reference marks, in order that they may be furnished and all necessary measurements made for record and payment with the minimum of inconvenience to the Engineer or of delay to the Contractor.

It is the intention not to delay the work for the establishment of reference marks but, when necessary, working operations shall be suspended for such reasonable time as the Engineer may require for this purpose.

G-8.03 SAFEGUARDING MARKS

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

G-8.04 DATUM PLANE

All elevations indicated or specified refer to the Mean Sea Level Datum of the U.S.C. & G.S. (N.O.S.) which is 0.80 feet above the Mean Low Water Datum of the U. S. Army

Corps of Engineers.

SECTION 9 ADJACENT STRUCTURES AND LANDSCAPING

G-9.01 RESPONSIBILITY

The responsibility for removal, replacement, relocation, repair, rebuilding or protection of all public utility installations, including poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes, sewers, traffic control and fire alarm signal circuit installations and other appurtenances and facilities shall be in accordance with G-1.02 and G-1.03.

The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation, and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payment will be made therefor. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion of the Engineer, removal or relocation and reconstruction is necessary to avoid interference with the work, payment therefor will be made as provided for extra work in Article 7.02 of the Agreement.

G-9.02 PROTECTION OF TREES

All trees and shrubs shall be adequately protected by the Contractor with boxes or otherwise and, within the City of Tampa, in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season, and at the sole expense of the Contractor.

Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.

The City may order the Contractor, for the convenience of the City, to remove trees along the line of trench excavation. If so ordered, the City will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for under the appropriate Contract Items.

G-9.03 LAWN AREAS

Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed and later replaced, or the area where sod has been removed shall be restored with new sod in the

manner described in the Technical Specifications section.

G-9.04 RESTORATION OF FENCES

Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or Items, or if no specific Item is provided therefor, as part of the overhead cost of the work, and no additional payment will be made therefor.

SECTION 10 PROTECTION OF WORK AND PUBLIC

G-10.01 TRAFFIC REGULATIONS

The Contractor shall arrange his work to comply with Article G-6.02. The work shall be done with the least possible inconvenience to the public and to that end the work may be confined by the Engineer to one block at a time.

G-10.02 BARRIERS AND LIGHTS

During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers, and lights, as will effectually prevent accidents. The Contractor shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public. Such barriers and signs shall be constructed to State of Florida Department of Transportation standards and placed as recommended by the Traffic Division of the City's Department of Public Works.

No open fires will be permitted.

G-10.03 SMOKE PREVENTIONS

The Contractor shall use hard coal, coke, oil or gas as fuel for equipment generating steam. A strict compliance with ordinances regulating the production and emission of smoke will be required.

G-10.04 NOISE

The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

Except in the event of an emergency, no work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on Sundays.

If the proper and efficient prosecution of the work requires operations during the night, the written permission of the Engineer shall be obtained before starting such items of the work.

**SECTION 13
CLEANING**

G-10.05 ACCESS TO PUBLIC SERVICES

Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

G-10.06 DUST PREVENTION

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the streets sprinkled with water at all times.

G-10.07 PRIVATE PROPERTY

The Contractor shall so conduct the work that no equipment, material, or debris will be placed or allowed to fall upon private property in the vicinity of the work unless he shall have obtained the owner's written consent thereto and shall have shown this consent to the Engineer.

**SECTION 11
SLEEVES AND INSERTS**

G-11.01 COORDINATION

When the Contract requires the placing of conduits, saddles, boxes, cabinets, sleeves, inserts, foundation bolts, anchors, and other like work in floors, roofs, or walls of buildings and structures, they shall be promptly installed in conformity with the construction program. The Contractor who erects the floors, roofs, and walls shall facilitate such work by fully cooperating with the Contractors responsible for installing such appurtenances. The Contractor responsible for installing such appurtenances shall arrange the work in strict conformity with the construction schedule and avoid interference with the work of other contractors.

G-11.02 OPENINGS TO BE PROVIDED

In the event timely delivery of sleeves and other materials cannot be made and to avoid delay, the affected Contractor may arrange to have boxes or other forms set at the locations where the appurtenances are to pass through or into the floors, roofs, walls, or other work. Upon the subsequent installation of these appurtenances, the Contractor erecting the structure shall fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in shall be borne by the Contractor or Contractors required to furnish the sleeves and inserts. Formed openings and later installation of sleeves will not be permitted at locations subject to hydrostatic pressure.

**SECTION 12
CUTTING AND PATCHING**

G-12.01 GENERAL

The Contractor shall do all cutting, fitting, or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

G-13.01 DURING CONSTRUCTION

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.

G-13.02 FINAL CLEANING

At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

**SECTION 14
MISCELLANEOUS**

G-14.01 PROTECTION AGAINST SILTATION AND BANK EROSION

The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed watercourses and drainage ditches.

G-14.02 EXISTING FACILITIES

The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Work shall be scheduled to minimize bypassing during construction. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in the Special Provisions.

G-14.03 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

SPECIFIC PROVISIONS

1. SCOPE OF WORK

1.1 The work described by these specifications consists of furnishing all labor, equipment, and materials required in performing all operations necessary in connection with street resurfacing and cold milling at various locations within the City.

1.2 These specifications set forth specific requirements relative to the actual work or services, materials, equipment, and method of construction.

2. QUALITY ASSURANCE PROVISIONS

2.1 TEST AND INSPECTION. It shall be the Contractor's responsibility to perform all of the tests and inspections required by this Contract, unless otherwise stated herein. The Contractor must use, in the process, its own facility. The City of Tampa reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

2.2 QUALITY AND QUALITY CONTROL. A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) provided.

3. REQUIREMENTS FOR CONTROL OF THE WORK

3.1 Prior to the start of the work, a Preconstruction Conference will be held by the City to be attended by the Contractor and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this specification, with all related work to be done by others within the limits of the project. The Contractor shall be prepared for this meeting and shall present a comprehensive construction schedule for all items of work to be accomplished, which will be used as the basis for the development of an overall operational schedule and a list of subcontractors and material to be used on this work.

3.2 All items of work in this Contract shall be coordinated so that progress on each related work item will be continuous from week to week. The progress of the work will be reviewed by the Engineer at the end of each week, and if the progress on any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Engineer.

3.3 The Contractor shall conduct its operations in such a manner as will result in the minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

3.4 Access to adjacent residential, public, and commercial properties shall be provided at all times during the Contract period.

3.5 The Contractor shall restore to its previous condition, as directed by the Engineer, any private property, City property, or utilities damaged by his construction. No payment shall be made to the Contractor for any required restoration of private property, City property or utilities, unless otherwise noted.

3.6 The Contractor shall provide competent, suitable, qualified personnel to lay-out the work and perform the construction as required by the Contract Documents. Good discipline and order at the job site shall be maintained at all times. The Contractor shall furnish all materials, equipment, labor, transportation, fuel, power, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, operation and completion of the work.

4. TESTING

The Contractor shall provide to the Engineer from the asphalt supplier the mix design and testing results. Results of all tests shall be sent to the Engineer for review of results.

5. CONTRACTOR'S WEEKLY SCHEDULE

In order that the Department of Public Works personnel may be advised of the work to be performed, the Contractor shall be required to submit weekly to the Engineer a schedule indicating its proposed work plan for the forthcoming week. Such shall be delivered to the Engineer not later than Friday preceding the work plan week unless other arrangements have been made for this submittal.

6. CONTRACTOR'S REPRESENTATIVE

The Contractor shall submit in writing to the Engineer the name of its duly authorized representative who will be present on the job during all work activities and is authorized to make decisions for the Contractor. Any change in the Contractor's representative shall require written notification to the Engineer prior to such change.

7. NOTICE OF SERVICE THEREOF

7.1 All notices, which include demands, instructions, requests, approvals, and claims, shall be in writing.

7.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the Contractor's representative at the construction site or to the office of the Contractor specified in the bid (or to such other offices as the Contractor may, from time to time, designate to the City in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

7.3 All notices required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Tampa Transportation Division, 3806 E. 26th Avenue, Tampa, FL 33605, and any notice to or demand upon the City shall be considered sufficiently served if delivered in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the Engineer or to such other address as the City may subsequently specify in writing to the Contractor or to its representative at the construction site for such purposes.

7.4 Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegram) at the time of actual receipt, as the case may be.

8. DAMAGE TO ADJACENT STREETS

Any streets, including curbs, gutters and shoulders, outside the project area (not designated for construction), which are determined by the City to have been damaged due to negligent construction related operations or equipment, shall be restored by the Contractor to its original or better condition without any cost to the City and to the satisfaction of the Engineer.

9. PROJECT PHOTOGRAPHS

The Contractor shall not be required to furnish photographs of the project; however, the City may or may not take photographs of the area immediately prior to and after completion of the construction for record and information. To assure that there will not be any conflict with this photography, the Contractor shall not perform cleaning operations or action which will disturb any street or area within the project until the City has been advised thereof and has had adequate opportunity to perform the desired photography.

10. PROJECT CLEAN-UP

10.1 Clean-up on this project is extremely important and the Contractor shall be responsible for keeping the construction site neat and clean with debris being removed regularly as the work progresses.

10.2 If project cleanliness and/or dust control reaches an unacceptable level in the opinion of the City, the City will notify the Contractor in writing. If the Contractor does not act to correct the situation within 4 hours in the case of dust control or within 24 hours in the case of general cleanliness, the City will call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Contractor via change order.

11. CITY PERMITS

11.1 The Contractor shall be responsible for obtaining all applicable City permits for this project. These can include but may not be limited to, Right-of-Way Permit(s) and Maintenance of Traffic approval. The Contractor shall supply any required plans or other information to the issuing department.

11.2 The time required to prepare, submit, review, and issue the permits shall be included in the Contract and no payment shall be made for any delay incurred by this process.

11.3 Costs for obtaining City permits shall be included in the unit costs for the various items and no separate payment shall be made therefor. The Right-of-Way permit fee will be waived by the City.

11.4 All subcontractors working on the project shall obtain their own separate permits as above.

12. STREET CLOSURE AND MAINTENANCE OF TRAFFIC

12.1 A City of Tampa permit for construction and maintenance operations within public Rights-of-Way will be required for every street, lane, or sidewalk closure within City of Tampa Rights-of-Way.

12.2 A State of Florida Department of Transportation Permit will be required for every street, lane, or sidewalk closure within State of Florida Rights-of-Way. The Contractor shall secure this permit.

12.3 These permits will establish the requirements for the closure related to number of lanes and/or time of day lanes or street may be closed. The Contractor shall adhere to the requirements as described in the permit(s).

12.4 The Contractor shall furnish and maintain all necessary signs, arrow boards, pavement markings, barricades, traffic cones, lights, law enforcement officers and flagmen necessary to control traffic and provide for safety of the public, all in compliance with the current Florida Department of Transportation Roadway and Traffic Design Standards and the FHWA Manual on Uniform Traffic Control Devices. The Contractor shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

12.5 In the event that Contractor supplied message boards are to be utilized during a project, the Contractor shall provide pricing information related to supplying the items to the Engineer at each project's Preconstruction meeting. The City will provide written acceptance of the pricing information prior to the start of work on the project and the Contractor will be compensated at its cost plus 10%. Invoices shall include a separate line item for the charges related to each item type. In addition, the Contractor will be responsible for the payment of any law enforcement officers at cost plus 10% upon receipt of invoice from the appropriate agency and will be required to provide this information to the City for payment. No payment will be made to the Contractor related to any of these items without the City's prior written approval.

12.6 In cases of closure for street, lane, or sidewalk on the City of Tampa Functionally Classified Network (collectors, minor arterials, and principal arterials) including all State Roads, the Contractor shall provide a maintenance of traffic plan to the Engineer. This plan shall be provided at least 72 hours in advance of the closure (excluding weekends) and shall contain the following:

12.6.1 Proposed detour routes.

12.6.2 Signing of the complete construction area and detour routes.

12.7 Advance notice information signs/Message boards advising the public of scheduled closure of major roadways and/or information signs advising the public of points of closure and detour routes may be required by the Engineer. The number of message boards, location(s) and time duration required will be determined by the Engineer prior to each project. The City shall have the discretion of using its own supply of message boards or to utilize message boards provided by the Contractor, whichever is deemed in the City's best interest.

In the event that Contractor supplied message boards are to be utilized during a project, the Contractor shall provide pricing information related to supplying message boards to the Engineer at each project's Preconstruction meeting. The City will provide written acceptance of the pricing information prior to the start of work on the project and the Contractor will be compensated at its cost plus 10% for the message boards. Invoices shall include a separate line item for the charges related to message boards. No payment will be made to the Contractor related to message board charges without the Engineer's prior written approval.

12.8 Payment shall be full compensation for all work, equipment, materials, tools, labor and any incidentals required to maintain safe traffic routes past the work site.

12.9 Maintenance of traffic shall be considered part of the general cost of doing work and shall be included in the bid prices.

13. UTILITY PROTECTION CONSIDERATIONS

13.1 The Contractor shall protect all utilities and other facilities within and adjacent to the construction, unless a utility firm has conclusively indicated, or such is shown on the plans, that the certain adjustment, removal, reconstruction, or protection of the utility's facility will be performed by that respective utility.

13.2 It will be the Contractor's responsibility to preserve all existing ditches, swales, force mains, gravity mains, laterals, etc., and other stormwater appurtenances and facilities pertaining thereto whether owned or controlled by City, other governmental bodies or privately owned by individuals, firms or corporations.

14. ADJUSTMENT OF UTILITIES AND PUBLIC SERVICE INSTALLATIONS

14.1 Storm and sanitary sewer manhole covers, valve covers or boxes, water meter boxes, and vaults located within the limits of construction of the pavement to be constructed, reconstructed or overlaid shall be relocated or adjusted by the Contractor to conform with the new pavement as a part of the work of constructing or reconstructing the pavement and no separate payment will be made therefor.

14.2 Appurtenances of other utilities will be relocated or adjusted by the utility company owning or having jurisdiction over the respective utility.

15. REMOVAL OR ADJUSTMENT OF PUBLIC UTILITIES

15.1 The City will make necessary arrangements with public utility owners, other than City of Tampa Water and Sanitary Sewers, for removal or adjustments of existing utilities, whether shown or not shown on the plans, where such removal or adjustment is determined by the City to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor.

15.2 Relocations or adjustments requested by the Contractor on the basis of the use of a particular method of construction or a particular type of equipment shall not be considered as being essential to the construction of the project if other commonly used methods or equipment could be employed without the necessity of relocating or adjusting the utility. The City will determine the responsibility for any such adjustment of utilities.

15.3 Relocations or adjustments requested for the Contractor's convenience or because of delivery of materials to the job site shall be the responsibility of and at the expense of the Contractor.

16. USE OF CITY WATER SYSTEM

A Tampa Water Department portable meter shall be utilized when obtaining water from the City system. Obtaining this water meter is the responsibility of the Contractor.

17. ENVIRONMENTAL PROTECTION

The Contractor will be held liable for the violation of any and all environmental regulations. Violation citations carry civil penalties and, in the event of willful violation, criminal penalties. The fact that the permits are issued to the City does not relieve the Contractor in any way of its environmental obligations and responsibilities.

18. TACK COAT

The unit price bid for Asphaltic Concrete shall include the bituminous material for tack coat and shall comply with FDOT Standards.

19. GUARANTEE/WARRANTY

The Contractor must furnish the following warranty after completion of the work and prior to final payment. The Contractor hereby warrants that all workmanship and all materials furnished under the Contract comply fully with requirements of these specifications. If at any time within three years after the date of the final inspection any defective work should appear, which in the opinion of the Engineer is due to inferior materials or workmanship, the Contractor warrants to do whatever is necessary to remedy the defects immediately without cost to the City. The Engineer will notify the Contractor in writing the defects and the repairs to be made, and the Contractor will begin repair within a mutually agreed time frame. No additional payment will be made for this warranty work.

20. RESIDENTS NOTIFICATION

The Contractor shall distribute, by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered 7 days prior and again at 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice shall be considered incidental to the Contract and no additional payment will be made therefor.

21. WORK DAYS

Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays and City designated holidays. Should it be desired to perform regular and continuous night work, the lighting, safety, and other facilities that are necessary for performing such work at night must be provided by the Contractor at its own expense.

22. WORK SCHEDULE

22.1 Normal working hours are 7:00 AM to 5:00 PM, Monday - Friday. Work on holidays, weekends and evening will only be done if determined necessary by the Engineer. Some streets, arterials and collectors may only be worked on between 9:00 AM and 3:00 PM. The Engineer will inform the Contractor at the Preconstruction Meeting of segments which can only be worked on from 9:00 AM to 3:00 PM.

22.2 The Contractor shall schedule its work so as to maintain at least one-way traffic and shall provide effective dust control at all times. Two-lane traffic shall be maintained wherever possible.

23. TEMPORARY TRAFFIC STRIPING

23.1 Signalized intersections, school crossings and four-way stop intersections shall receive special attention with temporary markings. Contractor shall be responsible for the striping plans.

23.2 Temporary traffic striping used by the Contractor on road surfaces that will remain exposed (final resurfacing course or friction course) shall meet the requirements of FDOT Standard Specifications for Road and Bridge Construction 2000, Section 710. All markings applied shall be in accordance with the Manual on Uniform Traffic Control Devices. Temporary Overlay Markers (TOM) can be used if approved by the Engineer

23.3 Any substitute marking shall be submitted to the Engineer at the Preconstruction Meeting for approval prior to use.

23.4 Payment for temporary traffic striping shall be made under pay items 6" white and yellow lines included in the Proposal. Stop bars, crossings, arrows and lettering will be measured per linear foot by 6" wide with pricing included on the Bid Response Page. No additional payment shall be made for temporary overlay markers.

24. TREE TRIMMING

The Contractor shall be responsible for trimming any limbs or shrubbery that may interfere with its equipment and as directed by the Engineer. The cost of trimming and disposing of these items shall be included in the bid items for asphalt and no separate payment shall be made therefore.

25. PARKING METERS

25.1 At no additional charge to the City, the Contractor shall reimburse the Department of Public Works, Parking Division located at 107 N. Franklin Street, Tampa, FL 33602 for any and all metered parking spaces occupied or made unusable or unavailable as a result of or because of construction activity by the Contractor. Private automobiles shall not be parked in any reserved space.

25.2 In order to receive temporary or permanent reserved signs in parking areas, which are regulated by parking meters, there shall first be paid to the Parking Revenue Fund for the elimination of each such meter a charge based on the following schedules:

25.2.1 In \$1.25 per hour metered areas, a charge based on \$12.50 per day; \$62.50 per week; with a minimum of \$12.50.

25.2.2 In \$0.50 or less per hour metered areas, a charge based on \$5.00 per day, \$35.00 per week; with a minimum of \$10.00.

25.2.3 In 2 hours for \$.25 metered areas, a charge based on \$1.25 per day; \$6.25 per week; with a minimum of \$12.50.

25.2.4 In non-operational hours (Sundays, Holidays or after 6:00 PM) a charge based on \$2.00 per day; \$10.00 per week; with a minimum of \$10.00.

25.3 In the event that an entire block or area of parking meters are reserved for a period of 90 days or longer, the Contractor may arrange a payment schedule with the Department of Public Works/Parking Division. Said payment schedule will be paid on a monthly basis after a deposit equivalent to the first and last month rental charges has been received by the Parking Division prior to commencement of construction.

26. WATER FOR DUST CONTROL

26.1 The work specified in this section consists of the application of water within the limits of construction of the project or on streets used as detour routes in connection with the project, in accordance with these specifications.

26.2 Water used for dust control shall be free from pollution to the extent that its use will not constitute a nuisance or health hazard to anyone.

26.3 Water for dust control shall be included in the unit cost and no separate payment shall be made therefor.

27. SURFACE CONDITION

27.1 The Contractor shall clean, to the satisfaction of the Engineer, all pavement to be resurfaced and shall maintain said surfaces in a clean condition until completion of resurfacing work. Prior to the final sweeping, the Contractor will define the edge of the road, removing heavy accumulations of dirt, grass and debris. This material will be pulled back onto the road and hauled away.

27.2 The Contractor shall furnish and apply the tack coat prior to placing the asphaltic concrete. All paving will be back-rolled with a steel wheel and Traffic Roller or as approved by the Engineer. The Contractor will submit roller pattern prior to starting.

28. MATERIALS

28.1 Construction materials and workmanship shall conform to applicable requirements of FDOT Standard Specifications for Road & Bridge Construction, 2000 Edition. The Contractor shall furnish the Engineer with written certification that these requirements are being met:

28.1.1 Tack Coat used shall be RS-1 or RS-2, equal. A leveling course may be required to correct the profile of the road and after cold milling. The type of mix and the depth of the leveling will be decided in advance by the Engineer;

28.1.2 Surface Course Type S-1, S-3 and Micro-pave hot mix (granite screenings, 60lbs. per square yard at ½ inch) shall conform to FDOT Standard Specifications for Road & Bridge Construction, 2000 Edition, and latest supplemental specifications;

28.1.3 Asphaltic Concrete Pavement. All asphalt pavements shall be constructed of asphaltic concrete of type and thickness as shown in the specifications and placed where directed by the Engineer. Construction material and workmanship shall conform to applicable requirement of FDOT Standard Specifications for Road & Bridge Construction, 2000 Edition, and latest supplemental specifications.

28.2 In addition, the Contractor shall submit to the Engineer, in writing, the proposed asphalt mixes and sufficient samples for study and testing. A minimum of ten days shall be allowed for the Engineer to approve or recommend changes.

29. METHOD OF MEASUREMENT-ASPHALT When placing asphalt, the Contractor shall be paid based on the tons of asphalt placed (lbs per sq yd) as specified by the Engineer and placed by the Contractor.

29.1 First, the Engineer shall predetermine the amount of asphalt to be placed for each individual job. The Engineer shall specify the amount on a job-by-job basis prior to the particular job commencing. The Contractor shall then be allowed to vary the actual amount of asphalt placed by +/- 5 lb. per sq. yd. of the amount specified by the Engineer.

29.2 If the Contractor places within +/- 5 lbs. per sq. yd. of the amount of asphalt specified by the City, then the City shall pay said Contractor for the exact amount of asphalt placed.

29.3 If the actual amount of asphalt placed by the Contractor is less than the +/- 5 lbs. per sq. yd. range specified above, then the City shall be given the following two options:

29.3.1 The work shall be deemed unacceptable and the Contractor shall be required to rework the entire work area so as to comply with the work order. There shall be no additional compensation for this work;

29.3.2 The City may elect to pay the Contractor for the amount of asphalt actually placed.

29.4 If the actual amount of asphalt placed by the Contractor is greater than the amount of asphalt +/- 5 lbs. per sq. yd., then the City shall pay for only the specified amount plus 5 lbs. per sq. yd.

30. DENSITY CONTROL AND PAYMENT SCHEDULE

The Contractor shall use a City approved independent lab to perform all density testing as specified in Section 330 in the City's Technical Specifications.

31. BILLING / WORK ORDER EXAMPLE.

- Street Segment 200' Long X 22" Wide
- Square Yards (220' x 22") 9 = 488 sq yds
- City presents Work Order for Segment:
- Estimate Yards @ 488 sq yds
- Estimate 110 lbs/yd² of Asphalt
- Estimate of Units:
- Area.....488 Sq Yds
- Asphalt.....26.8 Tons
- (110 lbs. x 488 sq yds) 2000 lbs/Ton = 26.8 Tons
- Range of Acceptable Billing at +/- 5 lbs./Ton:
- @ 105 lbs/sq yd.....25.6 Tons x Unit Price
- @ 110 lbs/sq yd.....26.8 Tons x Unit Price
- @ 115 lbs/sq yd.....28.0 Tons x Unit Price
- Work Orders and Daily Work Summary

The Contractor and the Engineer will be required to mutually agree (prior to the work) as to the amount of (average lbs/sq yd) asphalt that is to be used for each work area. A Work Order will be used to document this amount and then be used as the base for calculating the acceptable range of the billing (+/- 5 lbs per sq yd). No work is to commence before both Contractor and the Engineer has signed said Work Order.

At the end of each workday, the Contractor and the Engineer shall confirm and document the square yards of asphalt and the tons of asphalt used for that day. Said documentation shall be performed on the Daily Work Summary Form to be signed by both parties. As the work proceeds, the Contractor shall provide the Engineer with asphalt shipping tickets that provide the tonnage amount and square yardage so that at the end of the day, the pounds per square yard of asphalt for that day can be documented on the Daily Work Summaries.

32. QUANTITY

The quantities specified in the Proposal are approximate. Payment will be based on actual field measurement agreed to daily by the Engineer and Contractor.

33. COLD MILLING WORK

33.1 SCOPE OF WORK

33.1.1 The work specified in this section consists of removing existing asphaltic concrete pavement to improve the ride characteristic or to lower the finished surface adjacent to existing curb prior to resurfacing, thereby re-establishing proper drainage.

33.1.2 The work specified in this section consists of removing existing asphaltic concrete pavement. Transporting and stockpiling the milled asphalt pavement to a storage area designated by the Engineer

will be the responsibility of the Contractor. The salvaged material from this project shall remain the property of the City of Tampa.

33.2 CONSTRUCTION

33.2.1 The existing pavement shall be milled to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross slope of 1/4" per foot. Minimum removal shall be to approximately 1.5 inches in depth. The longitudinal profile of the milled surface shall be established by skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The City may waive the requirements for the automatic grade or cross slope controls where the situation warrants such action. The Engineer prior to starting each phase will approve the milling pattern, in conjunction with the lay-down operation.

33.2.2 The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut if approved by the Engineer. All material shall be removed around manholes, valve boxes, etc. and to the curb.

33.2.3 The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

33.2.4 Prior to opening to traffic an area which has been milled, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove, to the greatest extent practicable, fine material that could become dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

33.2.5 Sweeping of the milled surface with a mechanical-type sweeper will be performed just prior to placing the new asphalt concrete.

33.2.6 Any manhole covers protruding more than 1" above the milled surface shall have asphalt applied and tapered to existing surface all around the manhole to allow smooth transition for the motoring public.

33.3 FINISHED SURFACE

33.3.1 The milled surface shall have a texture which will produce acceptable bonding.

33.3.2 The finished surface shall have a reasonable uniform texture and shall be within 1/4 inch of a true profile grade and shall have no deviation in excess of 1/4 inch from a straight edge applied to the pavement perpendicular to the center line. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Engineer, shall be corrected by the Contractor at no additional compensation.

33.3.3 The Engineer may require re-milling of any area where a surface lamination caused a non-uniform texture to occur.

33.4 EQUIPMENT

33.4.1 The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope, which will achieve the results, specified herein.

The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface and where required shall produce a skid resistant surface

texture. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operations.

33.4.2 It shall be the Contractor's responsibility to familiarize himself and comply with all such local regulations as well as State and Federal rules and to obtain all necessary permits.

33.5 OTHER CONSIDERATIONS

33.5.1 Where it becomes necessary, the Contractor shall adjust manhole rings as directed by the Engineer. Manhole risers will be provided by the City and installed by the Contractor. The risers will be adjustable by a turnbuckle type locking device made by American Highway products, or equal, and will be placed just ahead of the paver so that they will not be affected by traffic. All such work shall be accomplished as ordered by the Engineer.

33.5.2 At streets which intersect streets being resurfaced, resurfacing shall extend onto the intersecting street to the pedestrian crossing turns and over the areas along the radii of all returns, so as to maintain the drainage pattern of the intersection. At the pedestrian crossing, the resurfacing shall be feathered into the existing pavement of the intersecting street.

33.5.3 On any street which has been resurfaced and contains drainage inlets, the Contractor is required to maintain an eight-inch vertical opening to the inlet.

33.5.4 All sweeping by the Contractor shall be performed by equipment that has a working water spray system to minimize the dust problem.

33.5.5 The Contractor must have capability to flood any area with water to insure proper drainage upon completion of paving operations.

34. BITUMINOUS MATERIALS ESCALATION

Due to rapidly fluctuating oil prices because of events out of control of the Contractor, Emulsion and Asphaltic Concrete price adjustments may occur. A current FDOT Fuel and Bituminous Price Index must be submitted with the bid stating what the initial bid prices were based upon. These price indexes are located at the following FDOT website address:

<http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm>

Adjustments for Asphalt Cement (AC-20/30), Polymer Materials, Cutback (RC-70) and Emulsified Asphalts (RS-1/RS-2) will be calculated from the latest FDOT Fuel and Bituminous forms and specifications, currently #700-050-66, dated February 2007. This form is located at the following FDOT website address:

<http://www.dot.state.fl.us/construction/fuel&bit/FuelForms.shtm>

Adjustments shall be discussed at the preconstruction meeting and finalized prior to starting work for each project. The City, at its sole discretion, shall determine if the price adjustment is acceptable and provide written acceptance of the price revisions prior to start of any work on the project. The City will not compensate the Contractor for any work that is done without prior written consent of any pricing adjustments.

TECHNICAL SPECIFICATIONS

Division II and Division III of the Florida DOT Standard Specifications for Road and Bridge Construction dated 1991, shall govern for Construction and for Materials except as noted or amended herein.

Division I shall apply only as referenced by Division II and Division III provisions.

A. DEFINITIONS:

1. The Florida Department of Transportation Standard Specifications for Road Bridge Construction, Division I, General Requirements and Covenants, will not be used with the exception of Section 1. This section covers Definitions that should be used to supplement corresponding definitions in the DPW Standards.
2. Whenever terms appear in the DOT Specifications that refer to the State of Florida, agencies of the State, or persons representing the State, such terms shall be interpreted as referring to the CITY OF TAMPA, agencies of the City and persons representing the City.
3. It is further understood that terms such as "roads" and terms commonly used in rural and suburban locations shall, if appropriate, refer to streets and corresponding terms commonly used in urban locations.

B. WATER MAINS:

Detailed Specifications by the City of Tampa, WATER DEPARTMENT, shall control applicable items of work relating to existing and new water mains, appurtenances and services. The City Specifications shall supercede conflicting data of the Florida Department of Transportation Specifications unless a written exception is made.

C. SANITARY SEWERS:

Detailed Specifications by the City of Tampa, DEPARTMENT OF SANITARY SEWERS, shall control applicable items of work relating to existing and new sanitary sewers, appurtenances and services. The City Specifications shall supercede conflicting data of the Department of Transportation Specifications unless a written exception is made.

SECTION 101 MOBILIZATION

Add the following subarticle:

101-3 ENGINEER'S FIELD OFFICE:

The office shall have a ceiling height of seven (7') feet, interior floor space of not less than one hundred thirty (130) square feet and shall be provided with sufficient heating and air conditioning facilities, natural and artificial light and window shades. Separate and adequate sanitary facilities shall also be provided. In addition, the Contractor shall equip the office with the following:

- 2 - desks with chairs
- 1 - drafting table with stool
- 3 - additional chairs
- 1 - telephone with two (2) jacks and outside alarm
- 1 - carbon dioxide fire extinguisher (ten (10) lb. rated capacity)

- 1 - first aid kit
- 1 - metal filing cabinet, legal size (three (3) drawer minimum)
- 1 - bottled water cooler

The Contractor shall also equip the office with such incidental supplies as pencil sharpener, plan racks, waste paper baskets, etc.

The office door(s) shall be equipped with padlock hasp(s).

The office, equipment and location shall meet the approval of the Engineer. No partial payments will be authorized until all the foregoing requirements have been met.

SECTION 102 MAINTENANCE OF TRAFFIC

102-1.3 DETOURS OVER EXISTING ROADS AND STREETS:

Delete text and substitute following:

When traffic is specified to be detoured by the City of Tampa over roads or streets outside the project area, the Contractor will be required to maintain such roads or streets, and place all construction, detour signing, and barricades as required by the Engineer. Traffic Control signs other than Construction & Detour signs will be installed by the City of Tampa Transportation Division of the Department of Public Works.

102-2.2 NUMBER OF TRAFFIC LANES:

Retain text and add the following paragraph:

A temporary street closure permit will be required for every street or lane closure within the City of Tampa. The Director of the Department of Public Works is authorized to issue the permit subject to all applicable Codes of the City of Tampa. The Contractor shall present a maintenance of traffic plan to the City of Tampa, Transportation Division at least three full working days in advance of the proposed closure. The plans shall show proposed detour routes and signing for both the detour route and construction area.

102-3.2.1 INSTALLATION:

Delete the second paragraph and substitute the following:

The Contractor shall comply with the requirements delineated in 102-2.2 prior to commencing any operations which would affect traffic patterns or safety.

Add the following subarticle:

102-3.2.6 TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRICADES:

Transportation Division, Department of Public Works, City of Tampa, shall enforce all traffic control measures. Failure to respond within twenty-four (24) hours to Transportation's directive with respect to traffic control will result in their taking

appropriate action, at the Contractor's expense, to obtain compliance.

102-6 COMMERCIAL MATERIALS FOR DRIVEWAY MAINTENANCE:

Title to the above article shall be changed and an additional subarticle 102-6.4 shall be added as follows:

102-6 COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE AND TEMPORARY PAVING:

102-6.4 TEMPORARY PAVING:

The Contractor will be required to place commercial base material in places where Temporary Paving is called for on the Plans or at locations considered necessary by the Engineer to maintain traffic. Materials and Construction Methods will be the same as described in 102-6.2 and 102-6.3 for Driveway Maintenance.

102-7.3 COMMERCIAL MATERIALS FOR DRIVEWAY MAINTENANCE:

Subarticle shall be deleted and the following used:

102-7.3 COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE AND TEMPORARY PAVING:

The quantity of this material shall be the weight in tons of all commercial materials authorized, acceptably placed and maintained for Driveway Maintenance and Temporary Paving. Salvaged commercial material authorized for reuse in other locations shall not be weighed for repayment, but will be considered as included in the lump sum payment for Maintenance of Traffic. Cost for removal of temporary pavement shall be included in the unit cost for commercial material. Payment will be made under:

Item No. 102-3 - Commercial Material for Driveway Maintenance and Temporary Paving Per Ton.

SECTION 104 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

The full text of this section is deleted and the following substituted:

The Contractor shall be responsible for prevention, control and abatement of erosion, siltation and water pollution resulting from construction of the project until final acceptance of the project.

He shall provide, install, construct, and maintain any coverings, mulching, sodding, sand bagging, berms, slope drains, sedimentation structures, or other devices necessary to meet City, State and Federal regulatory agency codes, rules and laws.

The Contractor shall take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs and other water impoundments with fuels, oils, bitumens, calcium chloride or other harmful materials. Also, he shall conduct and schedule

his operations so as to avoid or otherwise minimize pollution or siltation for such streams, etc., and to avoid interference with movement of migratory fish. No residue from dust collectors or washers shall be dumped into any live stream. Storm drainage facilities, both open and closed conduit, serving the construction area shall be protected by the Contractor from pollutants and contaminants. If the Engineer determines that siltation of City drainage facilities has resulted due to the project, the Engineer shall advise the Contractor to remove and properly dispose of the deposited materials. Should the Contractor fail to or elect not to remove the deposits, the City shall provide maintenance cleaning as needed and shall charge all costs of such service against the amount of money due or to become due the Contractor.

Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, rivers, streams and impoundments shall be promptly cleared of all obstructions placed therein or caused by construction operations.

Although State and Federal regulatory agency permit applications will be obtained by the City before construction of a facility requiring such permits, it shall be the responsibility of the Contractor to obtain all local permits and to conduct his work in the manner designated by all applicable permits. Violations of any permit by the Contractor will in no way involve the City regardless of who obtained the permit initially.

Frequent fording of live streams with construction equipment will not be permitted. Wherever an appreciable number of stream crossings are necessary at any one location, a temporary bridge or other structure shall be used.

Except as necessary for construction, excavated material shall not be deposited in rivers, streams, canals or impoundments, or in a position close enough thereto to be washed away by high water or runoff.

The Contractor shall not disturb lands or waters outside the limits of construction except as may be found necessary and authorized by the Engineer.

The locations of and methods of operation in all detention areas, borrow pits, material supply pits and disposal areas furnished by the Contractor shall meet the approval of the Engineer as being such that erosion during and after completion of the work will not likely result in detrimental siltation or water pollution.

The Contractor shall comply with all applicable provisions of Tampa Codes concerning grading, filling, excavation, soil removal, etc., as amended.

The Contractor shall schedule his operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient

construction operations; and the duration of exposed, uncompleted construction to the elements shall be as short as practicable.

Clearing and grubbing shall be so scheduled and performed that grading operations can follow immediately thereafter; grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

The Engineer may limit the surface areas of unprotected erodible earth exposed by clearing and grubbing, excavation or filling operations and may direct the Contractor to provide immediate erosion or pollution control measures to prevent siltation or contamination of any river, stream, lake, tidal waters, reservoir, canal, or other impoundment or to prevent damage to the project or property outside the project right-of-way.

Unless otherwise indicated in the contract, all materials, labor, construction and maintenance costs of complying with this section shall be included in the contract price for the pay items that are a part of the project. No separate and direct payment will be made for Prevention, Control, and Abatement of Erosion and Water Pollution.

SECTION 110 CLEARING AND GRUBBING

110-2.4 BOULDERS:

Revise the first sentence of this subarticle to read as follows:

Any boulders encountered in the roadway excavation (other than as permitted under the provisions of 120-7.2), or found on the surface of the ground, shall be removed by the Contractor and disposed of as provided in Section 120 for Unsuitable Materials.

110-8 OWNERSHIP OF MATERIALS:

Delete text and substitute the following:

110-8.1 PRIVATELY OWNED OBJECTS IN PUBLIC RIGHT-OF WAY:

Fences, shrubs, ornamental trees, signs, etc., may be within the street right-of-way of a proposed project. In general, the Contractor cannot be held responsible for protection of such items except when specifically so directed by the Engineer.

As a Public Relations policy, the City will normally give notice to residents of adjoining properties that construction will take place and grant permission for removal of any fences, shrubs, etc., that they wish to salvage prior to their probable destruction. This is not a legal obligation, and failure to inform residents will in no way create a cause for claim against the City.

110-8.2 SALVAGEABLE MATERIALS:

Paving materials, building materials, or any item so designated by the Engineer as salvageable shall remain the property of the City and shall be disposed of as specified in Section 120-5 herein.

SECTION 120 EXCAVATION AND EMBANKMENT

120-5 DISPOSAL OF SURPLUS MATERIAL OR UNSUITABLE MATERIAL:

Delete all subarticles and substitute the following:

120-5.1 SALVAGEABLE MATERIAL:

Salvageable excavated material including paving, shall remain the property of the City and shall be hauled by the Contractor to a disposal site designated by the Engineer and within free haul distance. The limits of free haul shall be any place within the City Limits. If directed by the Engineer to deliver material to a site beyond the free haul limits, payment for overhaul will be made as outlined in 120-12 and 120-13.5 if applicable.

120-5.2 SURPLUS EXCAVATED MATERIAL:

Excavated material that is suitable for use on the project shall be stockpiled in such a manner as to be of minimum interference with traffic flow, property access, drainage, or other Contractors. At such time as it is determined to be in excess of the amount needed for fill or other use, it shall be considered as surplus. Such surplus excavated material, shall remain the property of the City and, to the extent practical, shall be transported without delay by the Contractor to a disposal site designated by the Engineer within the free haul distance.

If the City determines thru the Engineer that it does not need or cannot accommodate the surplus excavated material, the Engineer will direct the Contractor to dispose of said material which shall become the Contractor's property.

120-5.3 UNSUITABLE MATERIAL:

Unsuitable material excavated within the limits of the project and not suitable for fill or reuse shall become the property of the Contractor and shall be removed from the site and disposed of by the Contractor to meet the approval of the Engineer. Should the Engineer advise the Contractor in writing that the City will retain ownership of such material or certain portion thereof, the Contractor shall haul same to a disposal area designated by the Engineer within the free haul distance.

120-5.4 FILLING AND/OR STOCKPILING OF MATERIAL:

The Contractor's attention is directed to Section 21-27, of the City of Tampa Code regarding the filling and/or stockpiling of excess material on any lot within the City limits. Prior to such action, the Contractor shall be required to obtain a permit which is available through the Department of Sanitary Sewers Stormwater Management Division.

120-5.5 STORAGE ON CONSTRUCTION SITE:

Excavated material awaiting final removal from the site shall whenever possible, be so placed as to not unnecessarily interfere with travel on the streets or with access to private property or fire hydrants. Pavement base material, street surfacing, surface loam or shell and dirt mixture, etc., shall be kept separate from the remainder of the excavated material in order to prevent.

120-5.6 AUTHORIZED OVERHAUL:

When it is determined necessary and expedient to haul surplus excavated material beyond the free haul limit, and such method of disposal is authorized by the Engineer, this shall be termed Surplus Excavated Material Overhaul and shall be measured and compensated for as outlined in 120-12.3 and 120-13.5.

Overhaul cost shall not be applicable to any rejected material that is to be hauled away and disposed of by the Contractor.

120-12 METHOD OF MEASUREMENT:

Add the following subarticle:

120-12.3 MEASUREMENT OF OVERHAUL:

Measurement for overhaul payment of surplus excavated material, or other authorized overhaul items, shall be the number of cubic yards, truck measure, by the distance (one way) in excess of free haul, in miles and fractions of a mile, that the material is hauled to the authorized location of disposal.

A cubic yard is to be interpreted as a volume of the material in its natural, undisturbed state. Therefore the City shall determine "cubic yards, truck measure", as the actual truck volume corrected to compensate for the difference in density of the material in the truck compared to its density in a natural state. This correction shall be 20%.

120-13 BASIS OF PAYMENT:

120-13.5 Payment Items:

Add the following item:

Item No. 120-9 Surplus Excavated Material Overhaul - Per Cubic Yard-Mile.

SECTION 125

EXCAVATION FOR STRUCTURES

125-1 DESCRIPTION:

Delete text and substitute the following:

The work specified in this Section consists of excavating for bridge foundations, box and pipe culverts, headwalls for pipe culverts and drains, retaining walls, storm sewers, catch basins, inlets, manholes and similar structures related to storm water management. It shall also include (1) the installation and removal of cofferdams, sheeting, shoring, bracing, etc., except when ordered to leave same in place; (2) keeping the trenches or excavated area free from ground water and surface runoff, including pumping or other dewatering methods; (3) providing for the uninterrupted flow of groundwater, surface runoff, sanitary sewers, and the disposal of water from all other sources during the progress of the work; (4) the removal and disposal of any existing structures or portions of structures not covered by other items in the contract, including foundations, abutments, piers, wings, and all other materials, pavements, obstructions, etc., found necessary to clear the site for the proposed work; (5) backfilling, disposing of surplus material and final cleaning as may be necessary for the proper execution of the work. This section does not include the work of excavating for bases of pavement, curbs, curb and gutter, valley gutter, ditch

pavement or rubble gutter, nor for utilities which are covered in and by a separate section.

Unless circumstances permit and prior approval is obtained from the Engineer, the maximum length of open ditch excavation to be permitted and maintained in advance of actual pipe laying operations on any one sewer line or lateral shall be two hundred fifty (250') feet to avoid blocking traffic at more than one cross street at a time.

125-2 CLASSIFICATION:

Delete text and substitute the following subarticles:

125-2.1 GENERAL:

All material excavated shall be unclassified and considered as excavation regardless of material encountered except where rock is encountered.

125-2.2 ROCK EXCAVATION:

The cost of excavation and removal of rock from the site will be considered as included in the price bid for other items of the structure, and no extra compensation will be paid unless the Contract contains a specific bid item for Rock Excavation. However, the Engineer may provide for Rock Excavation when solid natural rock is encountered in any one location having a greater volume than one (1) cubic yard. When, in the judgment of the Engineer, the material can be removed by the excavating equipment normally employed for the class of work done, no rock allowance will be granted.

The Contractor shall notify the Engineer if he encounters material that he believes should be classified as Rock Excavation, and he shall give time for the Engineer to inspect the material and make necessary measurements before excavation. No allowance for rock will be considered if such notification is not given by the Contractor.

125-4.4 PIPE TRENCH EXCAVATION:

Delete all subarticles and substitute the following:

125-4.4.1 GENERAL:

Trenches for pipe culverts and for storm sewers shall be excavated to the required depth and to a width sufficient to provide adequate working room. For pipe lines placed above the natural ground line, the embankment shall be placed and compacted, prior to excavation of the trench, to an elevation at least two feet above the top of the pipe and to a width equal to four pipe diameters, and the trench then excavated to the required grade. Where the soils permit, the trench shall be vertical up to at least the mid-point of the pipe.

All storm sewers shall be laid on undisturbed trench bottom material or suitable material compacted to ninety eight (98%) percent dry maximum dry density as determined by the modified Proctor test. Except for side drains, the trench bottom material shall be contoured to the outside shape of the pipe. Excavation for pipe bell shall be made such that the pipe barrel is uniformly supported throughout its length. The depth of contoured support shall be approximately five (5") inches for pipes less than forty-eight (48") inches diameter and shall be ten (10%) percent of the outside diameter for pipes forty-eight (48") inches and larger in diameter.

125-4.4.2 EXCESSIVELY WET CONDITIONS:

Where wet conditions are such that dewatering by normal pumping or wellpointing would not be effective, the Engineer may allow excess excavation and the use of selected bedding material. If sufficient material is not available on the project, commercial material may be used and paid for as Select Bedding Material. No payment will be allowed for use of select material which is done by the Contractor for his own convenience in lieu of normal dewatering.

125-4.4.3 UNSUITABLE MATERIAL:

Where rock, boulders, or other hard, lumpy or unyielding materials are encountered in the trench bottom, they shall be removed to a depth of at least twelve (12") inches below the bottom of the pipe. Muck or other material considered by the Engineer to be unsuitable as foundation for the pipe shall be removed to a depth as required for obtaining a firm foundation and as directed by the Engineer.

When material acceptable to the Engineer is available from other operations on the project, they shall be used for replacement of unsuitable material and no extra payment will be due the Contractor for completion of the base of the excavation to ninety-eight (98%) percent maximum dry density as tested for compaction by the modified Proctor method.

When insufficient materials are available on the project for replacement of unsuitable material, Selected Bedding Material shall be placed and compacted at the unit price per ton in the Contract. Payment will be limited to the amount necessary to replace soil removed one foot larger in all directions than the structure base or two (2') feet greater than the pipe diameter and no pay will be allowed for widths excavated and backfilled wider than specified herein.

125-4.4.4 SELECTED BEDDING MATERIAL:

Where undercutting of a pipe trench is required to remove either hard or soft materials, or when approved for dewatering, the trench shall be backfilled with suitable granular material which will form a firm bed for the pipe. If insufficient suitable materials are available on the project, a commercial material of crushed rock, graded gravel or slag may be required for Select Bedding Material.

125-4.4.5 COMPACTION:

Wherever undercutting of a trench and backfilling with selected material is necessary, the backfill material shall be compacted to ninety-eight (98%) percent maximum dry density as determined by the modified Proctor test.

125-4.4.6 BEDDING SUPPORT OF PIPE:

Regardless of the shape of the trench bottom for receiving pipe or culverts, if the style of pipe used has a bell or joint larger than the nominal pipe size, special excavation under the joint shall be made such that the pipe barrel rests firmly on the trench bottom.

125-7 PUMPING:

Add the following paragraph:

The Contractor shall remove by pumping or bailing or other means the water which may accumulate or be found in the trenches or other excavations made; and shall form all dams, flumes or other work necessary to keep them free of water while the storm sewers trenches and excavations shall be disposed of in such a manner as will not cause injury to public or private property, nor to the work completed or in progress, nor to the surface of the streets.

125-8.3.1 GENERAL:

Add the following subparagraph:

(d) The backfill material shall be deposited and compacted simultaneously on both sides of the pipe during both the first and second stages described above. Placement and compaction shall be accomplished in such manner as will not cause displacement, misalignment, or damage to any part of the pipe lines.

125-11 METHOD OF MEASUREMENT:

Label the existing paragraph as subarticle "125-11.1 GENERAL" and add the following subarticles:

125-11.2 ROCK EXCAVATION:

When it is determined by the Engineer that excavation material classifies as rock and will be handled as such in the pay items, the Engineer shall measure and compute the amount of rock involved.

The maximum width of rock excavation will be considered as twelve (12") inches greater than the nominal pipe diameter, and the maximum pay depth shall be considered as being twelve (12") inches below the bottom of the pipe barrel.

No rock allowance will made for concrete, shale, chert or other similar materials.

125-11.3 SELECT BEDDING MATERIAL:

When pipe bedding is provided as specified herein by the use of select granular material obtained either as commercial material or from grading operations so far removed from the point of use as to require loading on and transporting by trucks beyond the free haul limit, as authorized by the Engineer, said material will be paid for by the cubic yard as Select Bedding Material.

The cubic yards of material to be paid for will be computed by the Engineer as the amount necessary to fill a volume below the pipe and two (2') feet wider than the outside pipe diameter. Materials needed to fill excavation beyond these limits will not be considered as pay quantities.

125-12 BASIS OF PAYMENT:

Delete all subarticles and substitute the following:

125-12.1 GENERAL:

Unless specifically indicated otherwise on the plans, all work specified under Excavation for Structures, including bracing, dewatering, obstruction removal, backfilling and cleanup, are not separate pay items but are to be included in the contract prices for the structures, with exceptions shown below.

125-12.2 REMOVAL AND REPLACEMENT OF EXISTING PAVEMENT:

For pavement, curb, etc., which is removed only in order to construct pipe culverts or storm sewers, as specified in 125-9, all costs of such removal and replacement shall be included in the costs of the pipe or other structures for which it is removed unless otherwise provided for in the contract.

125-12.3 ROCK EXCAVATION:

Rock excavation, as defined in 125-2.2, will be paid for at the contract unit price per cubic yard which will be full compensation for all labor, materials, tools and equipment necessary to remove and dispose of the item in accordance with the specifications.

125-12.4 SELECT BEDDING MATERIAL:

Where pipe bedding material is provided as specified herein, such quantities of commercial material or materials from the grading and excavating operations not in the immediate vicinity of the pipe to be bedded, as authorized by the Engineer, will be paid for at the contract per cubic yard for Select Bedding Material. No payment will be authorized for materials available from the site not sufficiently removed as to require loading on trucks and hauling beyond the free haul limit.

125-12.5 PAY ITEMS:

Payment for work under this Section, when provided for directly, shall be made under:

Item 125-3 - Select Bedding Material - Per Cubic Yard

Item 125-4 - Rock Excavation - Per Cubic Yard

In general, in any stabilizing, base work, or stabilized base, the bid items may be prepared to include furnishing of commercial materials as included in the unit price per square yard of work specified or the bid items may include the commercial material as a separate bid item.

If commercial material is listed as a bid item, it may appear as either per cubic yard or per ton at the option of the Engineer.

If local materials are available on the job and approved for use, they shall not be paid for separately as commercial material.

Add the following new Section:

SECTION 255

SHELL DRIVEWAYS AND TEMPORARY PAVING

255-1 DESCRIPTION:

The work specified in this section consists of the construction of shell driveways and temporary paving, including the necessary excavation, grading and subgrade preparation, at locations as be Bank-Run (quarried) shell or equal material, and the paving shall be constructed on a prepared subgrade in accordance with these specifications.

255-2 MATERIALS:

The materials used shall conform with requirements specified in Section 913-3 for Bank-Run Shell Material. Salvage

material may be used as approved and directed by the Engineer but will not be measured for payment.

255-3 EQUIPMENT:

All equipment necessary for the proper construction of this work shall be on the project in first class working condition and shall have been approved by the Engineer before construction is started.

Provisions shall be made by the Contractor for furnishing water at the site of the work at the rate and in the quantities required for properly processing the work.

255-4 CONSTRUCTION:

The shell shall be placed and spread at locations as directed by the Engineer after excavation, grading and subgrade preparation have been satisfactorily completed, in such manner that a smooth surface and a uniform width and thickness of shell base shall result. Shell material shall be kept thoroughly saturated with water during the dumping and spreading operations. Shell thickness shall be as directed by the Engineer but shall not exceed a maximum six (6") inches thickness.

255-5 METHOD OF MEASUREMENT:

The quantity of shell to be paid for under this section shall be the number of tons of shell used in driveway and temporary paving construction, completed and accepted. In determining the quantities, the amount to be used in the calculation shall be the actual number of tons, by weight, delivered to the site and used in the work.

If salvage material acceptable to the Engineer is available on the job site, the Engineer may order its use for work specified in this section. Such salvage material shall not be measured or paid for under this section.

255-6 BASIS OF PAYMENT:

The quantity of shell determined as provided in 255-5 above shall be paid for at the contract unit price per ton for shell for driveways and temporary paving, in place and accepted. Such price and payment shall be full compensation for all the work specified in this section, and shall include spreading and shaping of the shell, all the necessary excavation, grading and subgrade preparation, all material, equipment, tools, labor and incidentals necessary to complete and maintain the work.

Payment shall be made under:

Item No. 255-1 Shell for Driveways and Temporary Paving - Per Ton

SECTION 327

MILLING OF EXISTING ASPHALT PAVEMENT

327-1 DESCRIPTION:

In the last sentence replace "Contractor" with "City".

327-5 METHOD OF MEASUREMENT:

Delete "calculated as specified in 9-1.3." and substitute the following:

"...as field measured".

SECTION 330 HOT BITUMINOUS MIXTURES GENERAL CONSTRUCTION REQUIREMENTS

330-10.3 DENSITY CONTROL

Delete all subarticles and replace with the following: 330-10.3.1

Density Control Nuclear Method:

The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than one (1") inch thick or a specified spread rate less than one hundred (100) pounds per square yard, overbuild courses where the minimum thickness is less than one (1") inch, and open graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1- T238 (Method B). The required density of a completed course shall be at least ninety-five (95%) of the job mix design laboratory density submitted by the Contractor and approved by the construction engineer or ninety-six (96%) percent of the laboratory density which results from a sample of the same day's productions and determined by the City laboratory performing all acceptance testing.

330-10.3.2 CONTROL STRIPS:

Control strips may be constructed by the Contractor for the purpose of determining the necessary pattern of compacting procedures to achieve the density requirements specified. However, control strips are not to be used for the validity of acceptance testing.

330-10.3.3 LOTS:

For the purpose of acceptance and partial payments, each days' production will be divided into lots. The standard lot size shall be five hundred (500) linear feet and consist of one subplot with its appropriate test per every one hundred (100) linear feet of any pass made by the paving train, regardless of the width or thickness of the course being laid. Any partial lot will be redefined as a whole lot and the evaluation of it will be based on its subplot test determinations.

For the standard lot (500 linear feet), five (5) density determinations - one for each subplot - will be made at random locations within the lot, but not to be taken within one (1') foot of any unsupported edge.

For the Contractor to receive full payment for density, the average density of a lot will be a minimum nine-five (95%) percent of the submitted and approved job mix design laboratory density or ninety-six (96%) percent of the same day sampled laboratory density performed by the City laboratory performing acceptance testing. To calculate the average density of a lot, the lowest subplot test will be discarded and the remaining four sublots will be averaged. Once the average density of a lot has been determined, the Contractor will not be permitted to provide additional compaction to raise the

average. The average density will be rounded off according to City standards.

330-10.3.4 ACCEPTANCE:

The completed pavement will be accepted with respect to density on a lot basis. Partial payment will be made for those lots that have an average density less than the specified ninety-five (95%) of the approved job mix design laboratory density or ninety-six (96%) percent of the same day sampled laboratory density based on the following table:

City of Tampa Revised Table 330-3 Payment Schedule for Density

<u>Percent of Control Strip Density</u>	<u>Percent of Payment</u>
95.0 (job mix design) 1, or	
96.0 (lab density sample) 2 & above	100
94.0 to < 95.0 ₁ or 96.0 ₂	95
93.0 to < 94.0 (Applies to both 1 & 2)	90
92.0 < 93.0 (Applies to both 1 & 2)	75
< 92.0 (Applies to both 1 & 2)	0

(Remove and reconstruct)

330-10.3.5 DENSITY REQUIREMENTS FOR SMALL PROJECTS:

For projects less than 500 linear feet in length including intersections, turnouts, patches, crossings, etc., the requirements for specified densities are the same as a standard lot. For the purpose of acceptance and partial payment determination, a project less than five hundred (500) linear feet will be considered as a lot in its entirety and payment will apply accordingly with Table 330-3. The Contractor will use standard rolling procedures as specified in 330-10.

SECTION 331 TYPE S ASPHALTIC CONCRETE

331-5 ACCEPTANCE OF THE MIXTURE:

Delete Subarticles and replace with the following:

331-5.1 GENERAL:

The bituminous mixture will be accepted at the site with respect to a gradation and asphalt content on a lot to lot basis. The material will be tested for acceptance in accordance with the following requirements. However, any load or loads of mixture which, in the opinion of the City representative, are found unacceptable for reasons of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature shall be rejected for use in the work. The composition and physical test properties for all mixes must meet the specification ranges provided in Tables 331-1 and 331-2.

A standard size lot at the site shall consist of one day's placement or equivalent to a standard quantity of 1,000 tons. The number of samples required to evaluate the lot will be divided into one or two sublots as indicated below. Testing for acceptance of the lot will be performed by the City material testing laboratory or by a licensed private testing laboratory of the City's choice. Quantities between five hundred (500) tons and one thousand (1,000) tons shall have two (2) sublots; quantities between fifty (50) tons and five hundred (500) tons

shall have one (1) subplot; quantities up to fifty (50) tons will be accepted by the City representative on the basis of visual inspection.

331-5.2 ACCEPTANCE PROCEDURES:

Sample selection for acceptance tests will be by random sampling of loaded trucks on site at the discretion of the City testing technician in accordance with FM1-T168. The use of a random sample chart may be used but it is not required. Sampling shall not be taken in any of the following circumstances:

- 1) First load produced that day
- 2) Last load produced that day
- 3) Near end of quantity reached because of an underrun

The Contractor and/or the plant quality control technician (Q.C.T.) will be notified of the time of sampling and may:

- 1) Observe the sampling
- 2) Take a sample at the same time and run the tests
- 3) Ask for a split sample and run the tests
- 4) Observe the City testing technician run the tests

The five acceptance determinations made from the sample are:

- 1) The % bitumen content per FM1 - T164
- 2) The % passing the No. 4 sieve per FM1 - T030
- 3) The % passing the No. 10 sieve per FM1 - T030
- 4) The % passing the No. 40 sieve per FM1 - T030
- 5) The % passing the No. 200 sieve per FM1 - T030

For each acceptance sample taken, the technician will box and keep two (2) split portions for referee tests. If the lot receives one hundred (100%) percent payment, the referee sample will be discarded. If the lot sample shows a pay reduction, then one or both of the referee samples will be submitted for a second analysis to determine the validity of the acceptance test results. Referee samples will be tested by a licensed private laboratory of the City's choice. This second analysis will only be done at the request of the Contractor and will be paid for by the Contractor in the event that the original analysis results requiring a pay reduction is confirmed.

In the event that the second analysis does not confirm the pay reduction, the City will pay for the second analysis.

Acceptance of the mixture shall be on the basis of test results on consecutive random samples from each lot. One random sample shall be taken from each subplot. (The bituminous mixture will be sampled at the site in accordance with FM 1-T168.) The percent bitumen content of the mixture will be determined in accordance with FM 1-T164 (as modified by DOT test procedures). The percents passing the No. 4, No. 10, No. 40 and No. 200 sieves will be determined in accordance with FM 1-T030.

Calculations for the acceptance test results for bitumen content and gradation (percent passing No. 4, No. 10, No. 40 and No. 200) shall be shown to the nearest hundredth (0.01). Calculations for arithmetic averages shall be carried to the thousandths (0.001) Department's rules of rounding.

When the Contractor or producer chooses to use a storage bin for mix storage overnight or longer, the material processed in this manner will be sampled and tested for acceptance after the mix has been removed from the storage bin. The City representative may reject a mix at any time that is obviously defective due to asphalt content, insufficiency of mixing, inadequacy of coating, contamination, etc. The Contractor and/or the L.Q.C.T. will be given the option of not placing the mix and sampling the following truck, or if it has been placed, sample it. The City reserves the right to test or have the mix tested by a licensed private testing laboratory of their choice. Payment will be made on the basis of the City's revised Table 331-6 "Acceptance Schedule of Payment".

City of Tampa Revised Table 331-6
 Acceptance Schedule of Payment
 (Asphalt Plant Mix Characteristics)
 Deviation of the Arithmetic Average of the
Lot Acceptance Tests from Job Mix Formula

<u>Characteristics</u>	<u>Factor</u>	<u>One Test</u>	<u>Two Tests</u>
Asphalt Cement Content (Extraction)	1.00 0.95 0.90 0.80*	0.00 - 0.55 0.56 - 0.65 0.66 - 0.75 Over 0.75	0.00 - 0.43 0.44 - 0.50 0.51 - 0.57 Over 0.57
No. 4 Sieve **	1.00 0.95 0.90 0.80*	0.00 - 8.00 8.01 - 9.00 9.01 - 10.00 Over 10.00	0.00 - 5.95 5.96 - 6.66 6.67 - 7.36 Over 7.36
No. 10 Sieve **	1.00 0.95 0.90 0.80*	0.00 - 6.50 6.51 - 7.50 7.51 - 8.50 Over 8.50	0.00 - 5.04 5.05 - 5.74 5.75 - 6.45 Over 6.45
No. 40 Sieve **	1.00 0.95 0.90 0.80*	0.00 - 5.50 5.51 - 6.50 6.51 - 7.50 Over 7.50	0.00 - 4.62 4.63 - 5.33 5.34 - 6.04 Over 6.04
No. 200 Sieve**	1.00 0.95 0.90 0.80*	0.00 - 2.00 2.01 - 2.40 2.41 - 2.80 Over 2.80	0.00 - 1.71 1.72 - 1.99 2.00 - 2.04 Over 2.04

* If approved by the City, the Contractor may accept the indicated partial pay. The City may require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the City at any time.

** When there are two or more reduced payments for these items in one lot of material, only the greatest reduction in payment will be applied. **CAUTION:** This rule applies only to these four gradation test results. Note: 1) The No. 40 Sieve applies only to Types S-I, S-II, S-III, FC-1 and FC-4. 2) Deviations are absolute value with no plus or minus signs.

**SECTION 345
 PORTLAND CEMENT CONCRETE**

345-6 REQUIRED STRENGTH OF CONCRETE:

Reference Note (*a) under Class I Concrete shall be deleted, and the following substituted:

(*a) When used for cement concrete sidewalks and pavement, for curb and gutter, valley or special gutter, median or other type curb, and for culvert headwalls and outfall structures, inlets, manholes, junction boxes or other minor drainage structures, Class I concrete shall have a minimum strength of 3000 psi. This does not apply to concrete used for pipe encasement, collars, fill or ballast concrete or other concrete items where the plans specify or conditions justify a 2500 psi mixture.

345-8 TEST REQUIREMENTS:

345-8.1 TEST SAMPLES:

Revise paragraphs (a) and (b) as follows:

(a) A set of three (3) test cylinders shall be made for each class of concrete for each 50 cubic yards or fraction thereof placed each day, except that no extra cylinders will normally be required for less than ten (10) cubic yards of additional concrete. TWO exceptions to the above requirement are:

(1) When High Early Strength concrete is used or early form stripping is desired, a set of cylinders shall be four instead of three.

(2) Only one set of test cylinders will normally be required for each pour of seal cement.

(b) One set of cylinders shall be made for each four thousand (4000) square yards of paving concrete, or fraction thereof, placed each day.

Suitable field curing of test specimens may be accomplished by, but not limited to, tightly enclosing each specimen in a suitable polyethylene plastic bag, or by covering the surface with an approved waterproofing spray material.

SECTION 400 CONCRETE STRUCTURES

400-20 METHOD OF MEASUREMENT:

Add the following subarticle:

400-20.5 CONCRETE BOX CULVERTS:

Measurement of and payment for construction of reinforced concrete box culverts shall be by the linear foot as measured along the center line of the culvert unless specifically shown otherwise on the plans. Unless incidental work is shown as a pay item elsewhere, the above price will include all work of clearing, excavating, dewatering, forming, furnishing and installing of reinforcing steel, placing and furnishing of concrete, backfilling, cleanup, and all other work necessary to construct a box culvert to the approval of the Engineer. Connection of lateral pipes to the box culvert and forming around known conflicts shall be included in the price per linear foot of the culvert. Steel sleeving or encasement of conflicts shall be paid as a separate item.

SECTION 415 REINFORCING STEEL

415-5.1 BAR SPACING--GENERAL:

Change to: "...within one-half (1/2") inch of the plan position".

415-5.8.2 TOLERANCE:

Delete text and substitute the following:

Except where it is necessary in order to clear a fixture and except for thin wall sections, the placing for any particular bar shall be within one-half (1/2") inch of its specified position. For thin wall sections, i.e., any wall of six (6") inches or less thickness, each bar shall be within one-quarter (1/4") inch of its specified position. In any case, the number of bars in any affected unit shall be as specified, and the remainder of the bars (not thus affected) shall be placed within the specified one-half (1/2") inch tolerance.

SECTION 425 INLETS, MANHOLES AND JUNCTION BOXES

425-2.2 MORTAR:

Revise the first sentence to read:

"The mortar for brick masonry shall be of Portland cement and sand, mixed in the proportions of one part cement to two parts of sand".

Add third paragraph:

The sand and cement shall be thoroughly mixed dry in proper boxes or mortar mixers and such quantity of clean fresh water added as will provide a stiff mortar of the proper consistency. The whole mass shall be thoroughly mixed until used. Any mortar that has set shall not be retempered in any way, and no mortar shall be used more than one and one-half (1 1/2) hours after mixing.

425-6.5 LAYING BRICK:

Add the following sentence:

The inside and outside of the brick masonry walls shall be plastered uniformly with cement mortar one-half (1/2") inch in thickness mixed in proportions of one part of cement and two parts of clean, sharp sand. Brick shall be solid clay.

SECTION 430 PIPE CULVERTS AND STORM SEWERS

430-4 LAYING PIPE:

430-4.1 GENERAL:

Insert the following sentence at the beginning of this paragraph:

Each section of pipe shall be inspected for defects before being lowered into the trench.

430-12 METHOD OF MEASUREMENT:

Delete subarticle and substitute the following:

430-12.1 NEW PIPE:

The quantities to be paid for under this section shall be the total linear feet, measured in place, of the continuous lines of pipe from end of pipe to end of pipe, exclusive of length within manholes, inlets, junction boxes, Wye and Tee branches, and other special fittings, of the respective lines of the various sizes, all completed in place in a satisfactory manner and accepted.

SECTION 445 ROOF DRAINS

This section shall be deleted in its entirety and the following substituted:

445-1 DESCRIPTION:

445-1.1 SCOPE OF WORK:

The work specified in this Section consists of constructing pipes or a system of pipes for collecting, carrying and discharging from buildings and paved building sites constructed as part of and in connection with a street and/or drainage project.

445-1.2 EXCEPTION:

This applies to all structures except those exempt by the City of Tampa codes and ordinances.

445-1.3 POINT OF DISCHARGE:

All such drainage shall be discharged into a storm sewer system where such a system is available and connection is feasible. Where a storm sewer system is not available, said building drains shall be extended full size to the curb line or other point of disposal approved by the Engineer.

445-1.4 CONNECTING EXISTING PIPE:

When, during the construction of a project, an existing storm drain is encountered, such existing pipes shall be extended by the Contractor and connected into the storm drain where normally possible. The quantity of pipe ordered installed and approved by the Engineer shall be paid for at the appropriate unit price per linear foot shown in the contract.

445-2 MATERIALS AND CONSTRUCTION METHODS:

The pipe used shall be a commercially available DIP or PVC pipe unless specified and shown differently on the plans. The joint materials and construction methods shall be as specified in Section 430.

445-3 METHOD OF MEASUREMENT:

The quantity to be paid for under this Section shall be the length, in feet, of pipe for roof drains, installed in place, completed and accepted, measured along the center line of the pipe, from end to end of installed pipe, excepting any portion thereof that is covered by and paid for as part of the building contract or any other contract.

445-4 BASIS OF PAYMENT:

The quantity, determined as provided above, shall be paid for at the contract unit price per linear foot for DIP or PVC pipe for Roof Drains. Such price and payment shall be full compensation for all the work and materials specified in this Section, including all excavation and backfilling required.

Payment shall be made under:
Item No. 445-1 Pipe for Roof Drains - Per Linear Foot

SECTION 455 PILING

455-4 TIMBER PILING:

Add the following subarticle:

455-4.9 PILE EXTRACTION:

The location and number of existing piles to be extracted are indicated on the plans. The full length of each piling shall be extracted and care shall be exercised so that piles will not be broken off. No portion of a pile will be permitted to remain in place except as directed by the Engineer.

Payment shall be made under:

Item No. 455-85-11 - Pile Extraction - Each

455-11.1 TREATED TIMBER PILING:

Delete "... plus one-half of the length of cut-offs" from the end of the first sentence.

SECTION 522 CONCRETE SIDEWALK

522-1 DESCRIPTION:

Delete text and substitute the following:

The work specified in this Section consists of the construction of concrete sidewalk with pedestrian ramps provided for handicapped accessibility from sidewalk to roadway, in accordance with these specifications, and in conformity with the lines, grades, dimensions, details and notes shown on the plans, and as directed by the Engineer.

522-4 FOUNDATION:

Change T-99 to T-180 (Modified Proctor).

522-10 BASIS OF PAYMENT:

Add the following sentence:

No separate payment will be made for providing pedestrian ramps in new sidewalk construction.

The following new section shall be added:

SECTION 523 PEDESTRIAN RAMP CONSTRUCTION IN EXISTING SIDEWALK

523-1 DESCRIPTION:

The work specified in this Section consists of the sawcutting, removal, and disposal of certain portions of existing sidewalk and curb; and the construction of concrete pedestrian ramps in accordance with these specifications, and in conformity with details and locations shown on the plans or at locations designated by the Engineer.

523-2 MATERIALS:

523-2.1 CONCRETE:

All work under this Section shall be of Class I Concrete as specified in Section 345.

523-3 FORMS:

The forms shall meet the requirements of Section 522-3.

523-4 FOUNDATION:

Excavation shall be made to the required depth, and the foundation material upon which the pedestrian ramp is to be set shall be compacted to a firm, even surface, true to grade and cross-section, and shall be moist at the time that the concrete is placed.

523-5 JOINTS:

523-5.1 EXPANSION JOINTS:

Expansion joints between the pedestrian ramps and the curb and between the pedestrian ramps and the sidewalk shall be 1/2 inch joints, formed with a performed joint filler meeting the requirements specified in 932-1.1.

523-5.2 CONTRACTION JOINTS:

In accordance with the details as shown on the plans, contraction joints may be of the open type or may be sawed.

523-6 REPLACEMENT OF GRANITE CURB WITH CONCRETE CURB:

The Contractor shall replace all granite curb, removed due to pedestrian ramp construction, with straight concrete curb to the nearest joint outside the construction limits of the ramp. The removed granite curb shall remain the City of Tampa property and shall be hauled to a site designated by the Engineer within the bid price for each pedestrian ramp.

523-7 PAVEMENT REPLACEMENT:

The Contractor shall replace any brick, cement concrete or asphaltic concrete pavement disturbed during construction of the ramps with the same materials as existed and as directed by the Engineer. This work shall be included in the contract unit bid price for each pedestrian ramp.

523-8 SIDEWALK REPLACEMENT:

The Contractor shall sawcut and replace any sidewalk adjacent to the pedestrian ramp disturbed during construction as directed by the Engineer. This work shall be included in the contract unit bid price for each pedestrian ramp.

523-9 WATER ADJUSTMENTS:

The Contractor shall adjust the elevation of water valves and meter boxes as necessary due to changes in existing grade for pedestrian ramp construction.

All adjustments to existing water meters or lines will be performed by the Water Department.

523-10 METHOD OF MEASUREMENT:

The quantity to be paid for under this item shall be the number of pedestrian ramps completed and accepted.

523-11 BASIS OF PAYMENT:

The quantity, determined as provided above, shall be paid for at the contract unit price for each pedestrian ramp, which price and payment shall be full compensation for all the work specified in this Section.

Payment shall be made under:

Item No. 523-1 - Pedestrian Ramp - Each

The following new section shall be added:

SECTION 529

RELOCATING GRANITE CURB

529-1 DESCRIPTION:

The work specified in this Section consists of removing and resetting the existing granite curb in accordance with these Specifications and in conformity with the lines, grades, dimensions, and notes as shown on the plans or as directed by the Engineer.

529-2 HANDLING AND SETTING GRANITE CURB:

This work shall be performed in a manner to avoid damage to the curb. The trench as constructed to receive the curb shall be excavated to the proper elevations, and the subgrade or base upon which the curb is to be set shall be compacted to a firm even surface. The width of the trench shall not be greater than 12" measured from the curb line toward the street property line and shall be of sufficient width measured from the curb line toward the pavement center line to permit proper construction.

Drop curb shall be set in place at all driveways, alleys, and other locations as may be designated, with the top of the curb at an elevation of one (1") inch above the normal gutter grade. After the granite curb has been properly placed and adjusted to line and grade with close contact joints and even surface, the joints shall be neatly pointed with cement mortar composed of one part of Portland Cement and two parts clean hard commercial sand, for the full height of the curb joint.

As soon as the mortar joints have been completed and partially set, they shall be properly cured by placing a layer of earth, moistened burlap or curing compound over the mortar joints.

If, at any time prior to the completion of the pavement, the curb shall be disturbed in any way, it shall be restored to its original position by the Contractor.

529-3 METHOD OF MEASUREMENT:

The quantity to be paid for under this Section shall be the number of linear feet of relocated granite curb measured in place, completed and accepted. Measurement of curved sections of curb shall be made along the face of the curb.

529-4 BASIS OF PAYMENT:

The quantity measured as provided above shall be paid for at the contract unit price per linear foot for relocating granite curb. Such price and payment shall be full compensation for all the work specified in this Section and shall include all materials, tools, equipment, labor and incidentals necessary to complete the work, including excavation and backfill.

Payment shall be made under:
Item No. 529-1 Relocating Granite Curb - Per Linear Foot

SECTION 570 GRASSING (BY SEEDING)

570-6 METHOD OF MEASUREMENT

Delete all subarticles and substitute the following:

570-6.1 GENERAL:

The quantities to be paid for under this section shall be the following items, completed and accepted.

1. The weight, in tons, of mulch material.
2. The area, in square yards, of grassing.

570-6.2 WEIGHT QUANTITIES:

The weight, in tons, of mulch material actually applied and cut into the soil of the grassed area shall be determined either from the average weight of dry bales and/or copies of all invoices which shall be furnished by the Contractor to the Engineer, or by other means approved by the Engineer.

570-6.3 AREA QUANTITIES:

The area grassed, in square yards, as determined by measurement of the area actually grassed within the lines between which grassing has been authorized. Measurement will be taken along the surface of the completed work.

570-7 BASIS OF PAYMENT:

Delete all subarticles and substitute the following:

570-7.1 GENERAL:

The quantities of the pay items, determined as provided in 570-6 shall be paid for at the respective contract unit prices for each of the items. The specific work and materials to be included in the respective pay items shall be as shown below.

570-7.2 MULCHING:

The quantity of mulch, determined as provided above, shall be paid for at the contract price per ton for this item which price and payment shall be full compensation for the cost of all materials, equipment and work of mulching the grassed area.

570-7.3 GRASSING:

The quantity of grassing, determined as provided above, shall be paid for at the contract price per square yard for this item, which price and payment shall be full compensation for the cost of all materials, equipment and the work of watering, fertilizing, seeding and rolling of the grassed area, and mowing as necessary until project completion.

570-7.4 PAYMENT:

Payment shall be made under:
Item No. 570-4 - Mulching - Per Ton
Item No. 570-1 - Grassing - Per Square Yard

SECTION 575 SODDING

Delete articles 575-4 & 575-5 and substitute the following:

575-4 METHOD OF MEASUREMENT:

The quantity to be paid for under this Section shall be the area in square yards of sodding, completed and accepted.

The quantity shall be determined by measurement of the area actually sodded within the lines between which sodding has been authorized. Measurement shall be taken along the surface of the completed work.

575-5 BASIS OF PAYMENT:

The quantity of sodding, determined as provided above, shall be paid for at the contract unit price per square yard for this item, which price and payment shall be full compensation for excavation of trench for the sod and satisfactory disposal of excavated materials, and for furnishing, transporting and applying all materials, including pegs, water and fertilizer, and for mowing as necessary until project completion.

Payment shall be made under:

Item No. 575-1-1 Solid Sod - Bahia Per Square Yard
Item No. 575-1-4 Solid Sod - St. Augustine Per Square Yard

SECTION 700 HIGHWAY SIGNING

Departmental policy at the present time calls for all sign panels to be of aluminum with no alternate of galvanized steel. Consequently, the following changes should be made:

700-1 DESCRIPTION:

In the first sentence of the first paragraph, delete the phrase: "or steel".

700-2.2 SIGN PANELS:

In the first paragraph, delete the phrase: "or galvanized steel".

Delete the second paragraph.

Delete the fifth paragraph.

Add the following paragraph: All overhead signs shall be fabricated utilizing Type III A or Type III B as indicated on the plans.

700-2.3.1 FRANGIBLE SUPPORTS:

Delete this subarticle and replace with: Galvanized steel U-channel posts, 2.5-3 pounds per foot, shall be used for all City streets. Posts shall meet FDOT Standard Index No. 11865. Sign supports installed on State Highways shall meet FDOT specifications.

700-2.5.1 GROUND SIGNS:

Delete all references to Type II, Type II A, Type III B, III C, and button copy. All sign background and legends shall be Type III A encapsulated lens reflective sheeting.

700-2.5.2 OVERHEAD GUIDE SIGNS:

Delete references to Type II and porcelain enamel background material.

Delete references to Type II A, Type III C, and reflective button copy for sign legends.

All background and legends shall be Type III A or Type III B as indicated on the plans.

700-2.5.3 REGULATORY SIGNS:

Delete all references to Type II A and III C background sheeting. All regulatory signs shall have Type III A or Type III B reflective sheeting.

700-3.5.1 GENERAL:

Delete references to steel sign panels.

700-3.5.2 USES:

Delete last sentence.

700-3.8 PROCESS COLORS:

Delete this subarticle and replace with:

Process colors shall be in accordance with 994-3.1 and 994-3.2.1. All process colors shall be as recommended by the manufacturer of the reflective sheeting materials.

700-3.9 DEMOUNTABLE SIGN FACE MATERIALS:

Delete this subarticle.

700-3.10 PORCELAIN ENAMEL BACKGROUND:

Delete this subarticle.

700-4.2 PREPARATION OF SURFACE:

Delete this subarticle.

700-4.4 FABRICATION OF SIGN BLANKS:

Delete reference to galvanized steel sign blank.

700-6 PAINTING PANELS FOR NON-REFLECTORIZED BACKGROUND:

Delete this article.

SECTION 711

THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

711-2.1 THERMOPLASTIC COMPOUND:

(a) Delete reference to hydrocarbon resin.

(c) Delete all references to hydrocarbon resins.

SECTION 941

CONCRETE PIPE

941-1.4 SPECIFIC CAUSES FOR REJECTION OF PIPE:

Add the following to the subarticle:

(c) Exposure of any steel, regardless of its extent and location.

SECTION 942

PIPE GASKETS

942-1 ROUND RUBBER GASKETS FOR PIPE JOINTS:

This is in error. The reference should be to Article 4.10 of ASTM C443.

SECTION 981

GRASSING AND SODDING MATERIALS

981-1 SEED:

Delete subarticles and substitute the following:

Unless other types of seed are called for in the plans or specific provisions, the permanent type grass seed shall be Argentine Bahia.

During the period of March 1 to November 1, Argentine Bahia seed shall be spread at the rate of 60 pounds per acre. During the period of November 1 to March 1, a seed mixture of 50 pounds of Argentine Bahia and 20 pounds rye grass seed shall be spread per acre.

The Argentine Bahia seed shall be scarified seed having a minimum active germination of 40 per cent and a total germination of 85 per cent. The seed shall meet the requirements of the State Department of Agriculture and all applicable State laws, and shall be approved by the Engineer before being sown.

981-2 SOD:

981-2.1 TYPES:

Delete subarticle and substitute the following:

Unless a particular type of sod is called for, sod shall be Argentine Bahia or St. Augustine Floratam as designated by the Engineer and shall be well matted with grass roots.

981-2.3 CONDITION:

Add the following sentence:

The sod shall be approved by the Engineer before placing.

SECTION 998

SUPPLEMENTAL SPECIFICATIONS

998-1 HYDRAULIC COMPACTION:

Where backfilling of the area can be completed in a safe and suitable manner by flooding or puddling with water, the Contractor may, upon written request, be permitted to do so in lieu of, or as a supplement to, other methods of compaction. All water required for such flooding or puddling operations shall be furnished by the Contractor as his own expense. Flooding or puddling with water as a means of compaction will not be permitted or approved for clay backfill material. The filled area shall be well rolled and fully compacted throughout, with its finished surface left smooth and uniformly true to the cross section, grade, and/or alignment indicated on the plans or prescribed by the Engineer.

998-2 RETENTION BASIN EXCAVATION:

998-2.1 DESCRIPTION:

The work specified in this section consists of the excavation of material to the grades and elevations called for on the plans, within the limits of such excavation as indicated and necessary for the proper execution of the work, in accordance with the plans and specifications.

998-2.3 EXCAVATION:

Included in the excavation under this section are materials of whatever nature, which are encountered within the required limits of the excavation. Boulders, rock, logs or other unforeseen obstacles encountered in excavating shall be removed and disposed of in the same manner as other surplus material, and no additional compensation will be allowed because of difficulties met in removing such obstructions.

998-2.4 EQUIPMENT FOR EXCAVATION:

For excavation to a rough grade, a dragline, backhoe or similar equipment may be used. For excavating to the finished grades and elevations called for on the plans, suitable grading equipment shall be used so as to provide a satisfactory result.

998-2.5 DISPOSAL OF SURPLUS MATERIALS:

Disposal of surplus excavated material, in excess of that required for filling as shown on the plans, shall be in accordance with Section 120-5.2, as revised by these Technical Specifications.

998-2.6 PROTECTION OF TREES:

Where so directed by the Engineer or designated on the plans, trees to be saved shall be trimmed, protected and left standing. Retention basin excavation shall be no closer to the tree than 6 feet and shall be at a slope of 2:1 to provide adequate protection to the tree and root system.

998-2.7 BASIS OF PAYMENT:

Payment for the quantity of excavation material as determined above shall be at the contract price for Retention Basin Excavation. Such payment shall be full compensation for furnishing all machinery, equipment and labor for complete excavation and disposal of the excavated material.

998-3 BRICK BULKHEADS:

The work specified in this section is for the construction of brick and mortar bulkheads to seal the open ends of pipe, boxes or other drainage structures at locations indicated on the plan or as directed by the Engineer. Such bulkheads shall be constructed at the open ends of pipes, boxes or other drainage structures that are to be abandoned outside the limits of construction or at the open ends of stubs constructed to provide for future extension of the drainage facilities. Abandoned drainage facilities within the limits of construction shall be removed.

The bulkheads shall consist of a brick wall of 8" minimum thickness placed inside and mortar sealed against the walls of the structure or the pipe to be sealed off.

The cost of constructing the brick bulkheads specified in this section, including cost of all labor, materials and equipment shall be included in the unit price bid for construction of pipe lines and other items of the contract and proposal. No additional compensation will be made for this work.

END OF CITY OF TAMPA DPW TECHNICAL SPECIFICATIONS - Rev. March 1994
