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**+REGISTER AS A “PLANHOLDER”
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-00037

WILLIAM F. POE AND TWIGGS STREET GARAGES ELEVATOR UPGRADES

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

JULY 2009



BID NOTICE MEMO

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

CALL TO CONFIRM AVAILABILITY OF HARD COPY SPECIFICATIONS AND PLANS AT 813/274-8456.

CONTRACT: 7-C-66; Ben T. Davis Park Restroom Improv.

BID DATE: August 25, 2009 **ESTIMATE:** \$642,000

DEPOSIT: \$20 **SCOPE:** The project consists of site improvements along with the installation of a pre-fabricated facility with a maintenance/storage area, restroom, including foundation, testing and inspections, with concrete walks, landscaping, earthwork, painting, utility service connections. **PRE-BID CONF.:** Tuesday, August 11, 2009, 2:30 p.m.

CONTRACT: 09-C-00025; HFC AWTP Sludge Digester No. 1 Rehabilitation

BID DATE: August 25, 2009 **ESTIMATE:** \$1,000,000

DEPOSIT: \$20 **SCOPE:** The project consists of removal of internal sludge piping and mixing-gas piping extending to, and including, isolation valves; removal of four 24" gas mixing tubes and supports; removal of 8" gas withdrawal piping and fittings; installation of 16 jacking sleeves, pistons, rams, and associated hydraulic system(s) and controls; jacking-up digester cover to expose entire cover skirt wall; pressure washing previously unexposed surfaces of digester and cover; coating inner surfaces of digester's concrete walls and coating inner and outer surfaces of digester cover; possible welding repairs of structural members and skirting of the steel digester cover; installation of new 2" mixing gas piping and valves, 24" gas-mixing tubes and supports, new 6" sludge piping and valves and new 8" gas withdrawal piping and valves, removal of digester cover jacking system. **PRE-BID CONF.:** Tuesday, August 11, 2009, 10:00 p.m. at the Howard F. Curren AWTP located at 2700 Maritime Boulevard in the Maintenance Building Training Room. Please fax copies of driver's licenses for all attendees a minimum of 24 hours in advance to Richard Birchmire (813) 242-5312 to obtain security clearance. Attendance if not mandatory, but recommended.

CONTRACT: 09-C-00034; Canopy Improvements at Central Fleet Maintenance - SLBE

BID DATE: August 18, 2009 **ESTIMATE:** \$168,500

DEPOSIT: \$20 **SCOPE:** The project consists of metal canopies installed along the north wall at Central Fleet Maintenance, with reinforced concrete footings, steel columns, beams, metal roofing system, lighting, power for tools, equipment. **PRE-BID CONF.:** Tuesday, August 4, 2009, 2:30 p.m. The project has been deemed a Set-Aside project for bidding only by small Local Business Enterprises, SLBEs, certified by the City.

CONTRACT: 09-C-00035; Bulk Fluid Distribution System at Central Fleet Maintenance

BID DATE: August 25, 2009 **ESTIMATE:** \$220,000

DEPOSIT: \$20 **SCOPE:** The project consists of providing a bulk fluid distribution system, including but not limited to pre-engineered tanks, pumps, reel assemblies, piping and hangers, inventory control system (integrated with City system), related electrical modifications. **PRE-BID CONF.:** Tuesday, August 4, 2009, 2:00 p.m.

CONTRACT: 09-C-00036; TMOB Climate Control (HVAC) Systems Upgrade

BID DATE: August 25, 2009 **ESTIMATE:** \$2,199,000

DEPOSIT: \$20 **SCOPE:** The project consists of installation of new air handlers for floors 1 through 4 with associated duct replacement and reconfiguration; Ceiling grid replacement and rework; Temporary cooling requirements. **PRE-BID CONF.:** Tuesday, August 4, 2009, 3:30 p.m.

CONTRACT: 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

BID DATE: August 25, 2009 **ESTIMATE:** \$550,000

DEPOSIT: \$20 **SCOPE:** The project consists of repair and upgrade of the four hydraulic elevators at Poe Garage and 2 traction elevators at Twiggs Garage with installation of owner supplied elevator controls, cab refurbishment, fire protection, electrical. **PRE-BID CONF.:** Tues., August 11, 2009, 2:00 p.m.

CONTRACT: 09-C-00038; Solid Waste HVAC Upgrades

BID DATE: August 25, 2009 **ESTIMATE:** \$297,000

DEPOSIT: \$20 **SCOPE:** The project consists of installing a new chiller, air handlers, VAV boxes, electrical, plumbing. **PRE-BID CONF.:** Tuesday, August 4, 2009, 3:30 p.m.

CONTRACT: 09-C-00040; Sidewalk Construction and Restoration-2, Citywide FY09

BID DATE: August 25, 2009 **ESTIMATE:** \$750,000

DEPOSIT: \$20 **SCOPE:** The project consists of construction of new sidewalk segments, repair and replacement of existing sidewalks, retrofitting existing sidewalks with ramps to meet ADA requirements at various locations throughout the City of Tampa as described in individual work orders. **PRE-BID CONF.:** Tuesday, August 4, 2009, 3:00 p.m.

Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. Pre-Bid Conferences are held at the same location unless otherwise indicated. Plans and Specifications for this work may be downloaded from the Contract Administration Department website listed below. Hard copies may be obtained at 306 E. Jackson Street, 4th Floor North, Tampa, Florida 33602, 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. Subcontracting opportunities may exist for City certified Small Local Business Enterprises (SLBEs). A copy of the current SLBE directory may be obtained at www.tampagov.net. Phone (813) 274-8456 for assistance. **Email Technical Questions to:** contractadministration@tampagov.net. Visit http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp for Project Listings and any Addenda.

Contract 09-C-00037; William F. Poe and Twiggs Street Garages
Elevator Upgrades

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA
Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., August 25, 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, the repair and upgrade of the four hydraulic elevators at Poe Garage and 2 traction elevators at Twiggs Garage with installation of owner supplied elevator controls, cab refurbishment, fire protection, electrical 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 Public Construction Bond, Specifications, Plans and other Contract Documents may be examined at http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp, or 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 downloaded from the website, or 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.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the William F. Poe and Twiggs Street Garages Elevator Upgrades 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 upon request, 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 upon request, 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 180 consecutive calendar days. The period for performance shall start from the date indicated in the "Notice To Proceed".

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.

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.

Unless all bids are rejected, the award will be made within 90 days after opening proposals.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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 EQUAL BUSINESS OPPORTUNITY PROGRAM / SLBE / REQUIREMENTS

In accordance with the City of Tampa's Equal Business Opportunity Ordinance, a goal of 5.3% has been established for subcontracting with Small Local Business Enterprises, (SLBEs), certified by the City. The goal is based upon the availability of the firms listed on the Goal Worksheet and as posted in the "SLBEs" link under this Contract's notice on the Department's Construction Project Bidding web page.

BIDDERS MUST SOLICIT ALL SLBEs ON THAT LIST and provide documentation of emails, faxes, phone calls, letters, or other communication with the firms as a first step to demonstrate Good Faith Efforts to achieve the goal. The list is formatted to facilitate e-mail solicitations to the listed firms by copying and pasting e-mail addresses.

Bidders may explore other opportunities for subcontracting with SLBEs by consulting the current directory of all certified SLBEs posted on the Minority Business Development Office web page.

GOOD FAITH EFFORT COMPLIANCE PLAN REQUIRED - When a Goal has been established, the Bidder must submit, with its bid, completed to the fullest extent possible, a Good Faith Effort Compliance Plan using the form GFECF contained herein. Additional documentation is required whenever an SLBE subcontractor's low quote is not utilized. Supplemental information or documentation concerning the Bidder's Compliance Plan may be required prior to award as requested by the City.

DIVERSITY MANAGEMENT INITIATIVE, DMI, DATA REPORTING FORMS REQUIRED - Bidders must submit, with its bid, "DMI-Solicited" forms listing all subcontractors solicited and "DMI-Utilized" forms listing all subcontractors to be utilized. Supplemental forms, documentation, or information may be submitted at bid time or as requested by the City.

After an award, "DMI-Payments" forms are to be submitted with payment requests to report payments to subcontractors.

Bidders may visit the Minority Business Development Office's web page at TampaGov.net for other information about the SLBE program, FAQ's, and the latest SLBE directory of certified firms.

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 PUBLIC CONSTRUCTION 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.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.12 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.
- (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 10.25 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 Public Construction 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 ninety (90) 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 Public Construction Bond and insurance.

Should it be necessary for the City to retain the bid security 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 ninety (90) 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 Public Construction Bond within twenty (20) days after written notice by 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 Public Construction Bond within twenty (20) 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 Public Construction 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 PUBLIC CONSTRUCTION BOND

The Bidder who is awarded the Contract will be required to furnish a Public Construction 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: B+ Class VI 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 item 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 ninety (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 *****

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.

City of Tampa MBD Office



SLBE Goal Setting Worksheet

9-C-37, Poe & Twiggs Garage Elevator Improvements
 Estimated Project Amount \$565,000.00

ELECTRICAL SERVICES

Total Available Companies = 8

Amount \$30,000.00

Black 0 *Hispanic* 0 *Woman* 0 *Other* 8

Percentage 5.31%

- A. Williams Electrical & Controls, Inc. - Small Business
- All-In-One Electric - Small Business
- Hector Delgado Electric Inc. - Small Business
- JDP Electric, Inc. - Small Business
- Minbe Co., Inc. - Small Business
- Pratt's Electric, Inc. - Small Business
- Reliability Consulting Services, Inc. - Small Business
- Romero & Gray Electric, Inc. - Small Business

<input type="checkbox"/>	Black-Owned Businesses	<input type="checkbox"/>	Hispanic-Owned Businesses	<input type="checkbox"/>	Women-Owned Businesses	<input type="checkbox"/>	Other Businesses	<input checked="" type="checkbox"/>	Total 5.3
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SOLICITATION FOR SUBCONTRACTOR QUOTES

From:
OUR COMPANY NAME:
TELEPHONE NUMBER:
ADDRESS:
FAX NUMBER:
E-MAIL ADDRESS:

To Subcontractor:

Our firm is in the process of preparing a bid for a **City of Tampa Contract**. Please accept this notice as our request for quotes for the scope of work identified below. Please respond to this request by filling in the information below and returning via e-mail or fax to the address or number provided. Please contact us if you need any assistance in obtaining bonding, lines of credit, insurance, assistance in obtaining necessary equipment, supplies, materials, participation in a City-sponsored mentor-protégé program, or if you have any questions.

Plans and Specs for this project are posted at:
http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/

CONTRACT NO.:
CONTRACT NAME:
CITY'S BID OPENING DATE:
DEADLINE FOR YOUR SUBCONTRACTOR BID OR RESPONSE:
SPECIFIC SCOPE OF WORK:

Please complete and submit with your subcontract bid or response:

YOUR FIRM'S NAME:
MAILING ADDRESS:
CITY:
STATE:
ZIP:
FAX NUMBER:
E-MAIL ADDRESS:

Yes, my company is interested in quoting this project for the following items of work:

No, my company will not quote this project for the following reason(s):

(Sample Suggested Sub Solicitation 3-9-9 Tampa MBDO)

Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

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 _____

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. 11246 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:

Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

Contract Item No.	Estimated Quantity	Description and Price in Words	Computed Total Price for Item in Figures
BASE BID	LS	<p>This includes the furnishing of all labor, equipment, and material for the the repair and upgrade of the four hydraulic elevators at Poe Garage and 2 traction elevators at Twiggs Garage with installation of owner supplied elevator controls, cab refurbishment, fire protection, electrical, any allowances that may be listed in Section 01020, and with all associated work required for a complete project in accordance with Contract Documents.</p>	<p>_____ dollars and _____ cents (BASE BID) LS \$ _____</p>
ALTERNATE NO. 1	LS	<p>This includes the furnishing of all labor, equipment, and material for the elevator restoration, installation of City-supplied elevator controller at Twiggs Garage. Serial numbers 12441 and 12442 with all associated Work required for a complete project in accordance with Contract Documents.</p>	<p>_____ dollars and _____ cents (ADDITIVE) LS \$ _____</p>

Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

Contract Item No.	Estimated Quantity	Description and Price in Words	Computed Total Price for Item in Figures
ALTERNATE NO. 2	LS	This includes the furnishing of all labor, equipment, and material for the elevator restoration, installation of City-supplied elevator controller at Poe Garage. Serial numbers 31510 and 38084 with all associated Work required for a complete project in accordance with Contract Documents.	
(ADDITIVE)		<p>_____</p> <p>_____ dollars</p> <p>and _____ cents</p>	
		(ADDITIVE) LS \$ _____	

Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

Computed Total Price In Words:

_____ dollars and _____ cents.

Computed Total Price in Figures: \$ _____

The bidder acknowledges that the following addenda 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 acknowledges the requirements of the City of Tampa's Equal Business Opportunity 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.

Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

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

(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:

Good Faith Effort 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. Bidders are not required to accept higher quotes in order to meet the goal. 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:

GFCEP

Compliance Plan: Guidance For Meeting Good Faith Efforts

1. All firms on the SLBE Goal Setting List must be solicited and documentation provided for email, fax, letters, phone calls, and other communication with the listed firms. The DMI Solicited and DMI-Utilized forms must be completed for all firms solicited or utilized. Other opportunities for subcontracting may be explored by consulting the City of Tampa and/or Hillsborough County certification listings of SLBE's.
2. Solicitation of SLBEs, via written or electronic notification, should provide specific information on the services needed, where plans can be reviewed and assistance offered in obtaining these, if required. Solicitations should be typically be sent a week or more before the bid date. Sample copies of the bidder's solicitations should be provided.
3. With any quotes received, a follow-up should be made whenever needed to confirm scope of work. For any SLBE low quotes rejected, an explanation should be provided detailing negotiation efforts.
4. If a low bid SLBE is rejected or deemed unqualified the contractor must provide an explanation and supporting documentation for this decision.
5. Prime should break down portions of work into economical feasible opportunities for subcontracting. The SLBE directory can be useful in identifying additional subcontracting opportunities and firms not listed in the "SLBE Goal Setting Firms List."
6. Contractor should not preclude SLBEs from bidding on any part of work, even if the Contractor can self-perform the work.
7. Contractor should avoid relying solely on subcontracting out work where availability is not sufficient to attain pre-determined goal.
8. In its solicitations, the Bidder should offer assistance to SLBEs in obtaining bonding, insurance, etc, if required of subcontractors by the City or Prime Contractor.
9. In its solicitation, the Bidder should offer assistance in obtaining equipment for a specific job to SLBEs, if needed.
10. Contractor should use the services offered by such agencies as the Minority Business Development Office of the City of Tampa, Hillsborough County and the NAACP Empowerment Center for the recruitment and placement of SLBEs.

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.

TAMPA BID BOND
Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

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-00037, William F. Poe and Twiggs Street Garages Elevator Upgrades.

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.

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-00037 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-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades, shall include, but not be limited to, the repair and upgrade of the four hydraulic elevators at Poe Garage and 2 traction elevators at Twiggs Garage with installation of owner supplied elevator controls, cab refurbishment, fire protection, electrical 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.

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.

* * * * *

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: _____

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.

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

SUPPLEMENTARY GENERAL PROVISIONS

1.0 GENERAL:

- 1.1 This Section sets forth modifications to the "General Provisions" of the Contract Documents which are referred to as Specifications, General Provisions.
- 1.2 Paragraph numbers and titles used herein refer to similarly numbered and titled articles in the General Provisions.
- 1.3 Only those paragraphs contained herein shall be assumed to be modified. Paragraphs not appearing herein shall apply as written in the General Provisions.
- 1.4 Any portion of the General Provisions, whether or not modified herein, may be further modified in Special Conditions and in the Instructions to Bidders of these Specifications.
- 1.5 Where the Supplementary General Provisions, Special Conditions and Instructions to Bidders conflict with the General Provisions, the Supplementary General Provisions, Special Conditions and the Instructions to Bidders shall take precedence.

2.0 MODIFICATIONS TO THE GENERAL PROVISIONS AS FOLLOWS:

2.1 SECTION 1 SCOPE AND INTENT

G-1.02 WORK INCLUDED

The first paragraph shall be deleted in its entirety and replaced by the following paragraph:

"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 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 incidental thereto. He shall repair or restore all during performance of the work."

2.2 SECTION 3 WORKING DRAWINGS

- a. Change to read as follows:

SECTION 3 SHOP DRAWINGS

- b. Replace the existing paragraphs in their entirety with the following paragraphs:

G-3.01 SCOPE

Shop drawings, schedules, etc., shall be submitted to the Engineer and/or Architect in quadruplet, accompanied by a letter of transmittal. Subcontractors and suppliers shall submit shop drawings and make requests for approvals through their respective prime Contractors.

The drawings shall be numbered consecutively and shall accurately and distinctly present the following:

- (1) Names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work.

- (2) All working and erection dimensions.
- (3) Arrangement and sectional views.
- (4) Necessary details, including complete information for making connections between work under this contract and work under other contracts.
- (5) Kinds of materials and finishes.
- (6) Parts list and description thereof.

The Engineer and/or Architect may decline to consider any shop drawing that does not contain complete data on the work and full information of related matters.

Fax submittals will not be reviewed.

G-3.02 APPROVAL:

Shop drawings shall be examined by the Contractor prior to his transmitting them to the Engineer and/or Architect. Shop drawings submitted to the Engineer and/or Architect shall bear the Contractor's stamp of approval evidencing that he has examined and checked each drawing and that he has found said drawings to be in accordance with the Contract requirements. Any drawings submitted without this stamp will not be considered by the Engineer and/or Architect and will be returned to the Contractor for re- submission.

If the shop drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and the following shall be submitted:

- (1) Each request shall include a complete description of the proposed substitute and the name of the material or equipment for which it is to be substituted.
- (2) Furnish drawings, cut, manufacturer's printed specifications, performance and test data and any other data or information necessary for a complete evaluation of both the item specified and the proposed substitute item.

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.

Approval of the drawings shall be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the quantities of materials and equipment, nor for the proper fitting and construction of the work, nor for the furnishing of materials, tools, equipment, etc., required by this contract and not indicated on the drawings.

No work called for by Shop Drawings shall be done until the said drawings have been approved by the Engineer and/or Architect.

The Contractor shall revise and resubmit the shop drawings as required by the Engineer and/or Architect until approval thereof is obtained.

The City shall retain four (4) copies of all submittals unless the Engineers and/or Architect makes a specific request for additional copies.

<u>Items</u>	<u>Submittals</u>	<u>*Approval</u>
All trade	Fourteen (14) Days	Fourteen (14) Days

SUPPLEMENTARY GENERAL PROVISIONS SGP-2

*From date of receipt of submittal.

Delays on account of tardy or untimely submittals will not be considered as causes of extension of time of the Contract or increases to the Contract Sum.

G-3.03 JOB SITE:

One (1) copy of all approved submittals SHALL BE available at the Contractor's Office at the job site.

2.3 SECTION 4 MATERIALS AND EQUIPMENT

G-4.01 GENERAL REQUIREMENTS

In the first paragraph, second line, delete the word "specifications" and substitute the words "Contract Documents".

G4.03 REFERENCE TO STANDARDS

The following paragraph shall be added in its entirety:

"Compliance with the Standard Building Code, latest edition, and all local electrical and plumbing codes shall be required. In the event of a conflict in code requirements, the most stringent code or standard shall apply."

G-4.05 EQUIVALENT QUALITY

Add the following sentence to paragraph two: "Any professional fees associated with shop drawing review of materials or equipment submitted for approval as equivalent to that specified shall be borne by the Contractor.

2.4 SECTION 5 INSPECTION AND TESTING

G-5.06 PRELIMINARY FIELD TESTS

G-5.07 FINAL FIELD TEST

A. Add the following sentence to BOTH of the above paragraphs:

The Contractor shall provide, at NO EXTRA COST to the City, ALL labor, tools, equipment, materials, etc., for the Engineer and/or Architect to make any field test that may be required in the judgment of the Engineer and/or Architect.

2.5 SECTION 6 TEMPORARY STRUCTURES

G-6.03 CONTRACTOR'S FIELD OFFICE

A. Delete this paragraph G-6.03 in its entirety.

2.6 SECTION 7 TEMPORARY SERVICES

G-7.01 WATER, G-7.02 LIGHT AND POWER

The City of Tampa shall provide, at no cost to the Contractor, water and electricity for installation of this project. All water and electricity shall be applied and/or connected by the Contractor.

G-7.07 TELEPHONE

The Contractor shall furnish the Engineer with a telephone number(s) by which the Engineer may contact the site.

2.7 SECTION 14 MISCELLANEOUS

G-14.04 USE OF EXPLOSIVES:

Explosives will not be used on the work except when authorized by the Engineer and/or Architect. The use of same, if authorized, shall conform to laws or ordinances which may pertain to the use of same and the utmost care will be exercised by the Contractor so as not to endanger life or property. The Contractor will assume full responsibility in connection with use of any explosives even though authorized. Explosives will not be stored within the City limits.

G-14.05 OWNERSHIP OF MATERIALS:

The removal of any underground and surface structures as required shall be performed in a careful manner to permit salvaging of as much material, such as pipe and brick, also broken section of sidewalk, as practical for use in repair and maintenance of City-owned facilities.

Such acceptable salvaged material remains the property of the City and shall be placed in stock piles so as not to interfere with new construction work but accessible for loading and hauling by the City or by the Contractor within the free haul limit of six (6) miles. The Engineer and/or Architect shall direct the Contractor as to the location of stockpile.

The paving material, such as vitrified brick, asphalt block and other paving materials removed from the excavated areas and suitable for reuse but not reused in the work, shall also be considered the property of the City. The handling of such materials shall be as set forth elsewhere in the Specifications or Special Provisions.

G-14.06 NOTICE OR SERVICE THEREOF:

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

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office 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 case addressed to such office.

All notices required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Engineer and/or Architect, Department of Public Works, Municipal Office Building, 4th Floor North, City Hall Plaza, Tampa, Florida 33602, and any notice to or demand upon the City shall be sufficiently given if delivered to the office of the said Engineer and/or Architect, 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 said Engineer and/or Architect or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.

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.

G-14.07 REQUIREMENTS FOR CONTROL OF THE WORK:

Prior to the start of the work included in this contract, a Preconstruction Conference will be held by the Engineer and/or Architect to be attended by the Contractor and representatives of the various utilities and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract 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 by him, which will be used as the basis for the development of an overall operational schedule and a list of subcontractors to be used on this work.

All items of work on 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 and/or Architect 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 and/or Architect.

The Contractor shall conduct his operations in such a manner as will result in a 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.

G-14.08 WORK DIRECTIVE CHANGE:

"A Work Directive Change is a written directive to the Contractor, issued on or after the date of the execution of the Agreement, and signed by the Engineer on behalf of the City, ordering an addition, deletion or revision in the work, or responding to an emergency. A Work Directive Change will not change the contract price or the time for completion, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the contract price or the time for completion. "Without invalidating the Agreement, additions, deletions or revisions in the Work may, at any time or from time to time, be authorized by a Change Order or a Work Directive Change. Upon receipt of any such document, the Contractor shall promptly proceed with the work involved."

G-14.09 RESERVED PARKING SIGNS IN PARKING METER AREAS

The Contractor shall reimburse the Department of Public Works, Parking Division, located at 107 N. Franklin Street, Tampa, Florida 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 may not be parked in any reserved space, unless clearly marked as associated with the project.

In order to receive temporary or permanent reserved signs in parking areas which are required 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:

1. Meter Removal: The charge for removing a meter is ten (10) times the hourly meter fee, with a minimum charge of \$12.50. Such charge will be assessed for each day a meter is removed, excluding Saturdays, Sundays, and City holidays.
2. Reservation of Parking Metered Spaces During Hours of City Parking Division Operation: The charge for reservation of a metered space is ten (10) times the hourly meter fee. Such charge will be assessed for each day a meter is reserved. The minimum total charge per rental agreement is \$12.50.
3. Reservation of Parking Metered Spaces During Hours of City Parking Division Non- Operation: The charge for reservation of a metered space during hours of non-operation shall be \$2.00. Such charge will be assessed for each day a meter is reserved. The minimum charge per rental agreement is \$12.50.

4. Reservation of Parking Metered Spaces During Hours of City of Tampa Parking Division Operation and Non-Operation: Meter reservation periods, which include both operation and non-operational hours, shall be charged the operational rate.

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.

Any meter or meters which may sustain damage due to construction activities in the immediate area must be removed. The meter removal/installation charge is \$7.50 per meter. Failure to have a meter(s) removed will result in the Contractor being held liable for damage occurring to said meter(s) and further, the Contractor will be required to reimburse the Department of Public Works, Parking Division for meter(s) repaired or replaced.

G-14.10 EROSION AND SEDIMENT CONTROL:

During construction, the Contractor shall provide adequate erosion and sediment controls to prevent adverse effects to the environment and public and private property. He shall construct and maintain control structures necessary to prevent erosion and sediment. He shall conduct and schedule construction operations to avoid, prevent, and minimize erosion and sediment. He shall comply with City, County, State, and Federal codes, laws, and regulations and the plans and specifications for this project pertaining to erosion and sediment prevention and control.

At the Preconstruction Conference, the Contractor shall present a plan for erosion and sediment prevention and control. This plan shall include the operations methods, also temporary and permanent control measures and structures to be used on this project.

G-14.12 PROJECT SIGNS:

The Contractor shall furnish and install, as directed by the Engineer and/or Architect, a project sign of design, size, color, etc., as per drawing page SIGN-1.

G-15.0 NOTIFICATION TO CONTRACTORS:

All Contractors working in City of Tampa buildings and facilities that contain ACM will be provided with a written notice, including contract custodial firms. The notice when applicable will advise Contractors about the possibility of encountering ACM while working for the City and will require Contractors to become familiar with locations of ACM within their work areas. The Contractor Notice shall include the name and phone number of the designated Building Asbestos Contact Person assigned to that building/facility. This notice is provided in Appendix C.

SPECIAL CONDITIONS

1.0 PRECONSTRUCTION BRIEFING:

The Contractor, upon receiving notice that he has been awarded the contract for the construction of the project, shall make an appointment with the Engineer and/or Architect for said briefing. The Contractor shall bring to this meeting the following:

1. Contract Documents not yet submitted.
2. A detailed Job Progress Schedule.
3. Samples, questions, etc., he feels necessary.
4. List of subcontractors.

Failure to bring the above items to the meeting will result in cancellation of meeting. Once items have been submitted, meeting will be rescheduled by the City. Site access and commencement of work will not be allowed during period between meetings.

Contractor shall have representatives present at meeting that are familiar with, and conversant on, the scope of the work and Contract Document requirements. Failure to have such persons present will also result in cancellation and rescheduling of meeting until such a time when condition is corrected.

Elapsed time as a result of the Contractor's failure to comply with above will not result in an extension of contract time.

2.0 SITE REVIEW:

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 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.

The Contractor shall immediately, upon entering project site for the purpose of beginning work, review project site with the Engineer and/or Architect for the purpose of selecting area(s) to place materials for storage.

The Contractor must exercise proper precaution to verify all figures shown or indicated on the drawings, all existing trees, paved areas; utilities, etc., shall be located before beginning any work, and he shall be held responsible for any error resulting from his failure to exercise such precaution.

2.1 LAYING OUT WORK:

The Contractor shall locate all general reference points and take necessary action to prevent their destruction; lay out his own work and be responsible for all lines, elevations, measurements, grading, trenching, backfilling, utilities and other work to be executed by him for a complete project under this contract.

The Contractor shall lay out all work and have final approval by the Engineer and/or Architect before installation begins. Contractor shall be held responsible for any error resulting from his failure to exercise such approval. Said errors shall be corrected by the Contractor at NO EXTRA COST to the City.

The Contractor shall coordinate with the Parks Department and shall identify each and every tree to remain prior to the start of work. The specific trees to remain shall be approved by the Parks Department.

The final location of all work to be performed shall be made jointly by the Engineer and/or Architect and the Contractor at the project site.

3.0 SAFETY AND HEALTH STANDARDS:

The performance of all construction under this contract shall conform to ALL Local, State, Federal Occupation Safety and Health Act Standards.

At the end of each work day, all work areas shall be left in a safe condition. Barricades and/or warning devices shall be provided for at any open excavations or barriers on the project site.

The Contractor's attention is directed to paragraphs Article 3.07 (page A-10) and Article 12.03 (page A-31) of the Agreement, and paragraph G-7.04 (page G-18) of the General Provisions.

4.0 INFORMATION FOR COLOR SCHEDULES:

Not later than thirty (30) calendar days after authorization to proceed with contract work, the Contractor shall submit to the Engineer and/or Architect the names of all manufacturers and trade names for all materials involving selection based upon color or texture or other design appearance features which are to be used in this project. Where samples are necessary for such selection, furnish same.

If such information is not furnished by Contractor within thirty (30) day period, the Engineer and/or Architect will select colors and textures from products named in the Contract Documents.

5.0 RESPONSIBILITY OF CONTRACTOR:

The Contractor shall take all necessary precautions to protect all project surfaces and adjoining areas from mechanical damage from tools, equipment, materials, supports, etc., and shall provide adequate protection from leaking lubricants or fluids from his equipment.

Damage to said project surfaces and adjoining areas caused by a lack of protection or negligence by the Contractor shall be repaired and/or replaced at NO EXTRA COST to the City and to the full satisfaction of the Engineer and/or Architect.

The Contractor and all subcontractors are charged with the protection of the work and property, but the final responsibility for these provisions rests with the Contractor who shall take complete charge of the project site from start to finish of work.

The Contractor shall take particular precautions to protect existing trees and plant material. All trees and other plant material to remain shall be marked by the City prior to start of work.

Excavation, earthwork or sitework within the drip line of existing trees shall be done either manually or by methods approved by the City of Tampa Parks Department.

If the Contractor damages any tree or plant material in any way he shall be required to replace the damaged tree or plant material as follows:

1. Trees
 - a. Replace a 6" caliper or less with a 6" caliper of the same species.
 - b. Replace a 7"-10" caliper with two (2) 6" caliper of the same species.
 - c. Replace a 10"-15" caliper with three 6" caliper of the same species.
 - d. Replace a 16"-20" caliper with five (5) 6" caliper of the same species.

e. Replace a 21"-36" caliper with ten (10) 6" caliper of the same species.

2. Plant Material

Replace any damaged plant material with an equal size and quantity of the same material.

The replaced trees and plant material shall be guaranteed by the Contractor for a period of six (6) months.

6.0 COORDINATION WITH N.I.C. ITEMS:

The Contractor shall give to the Engineer and/or Architect, in writing, a time schedule for the installation or removal of all N.I.C. items at the beginning of the project. Failure of the Contractor to supply the Engineer and/or Architect with said schedule shall not be used for reason of time extension by the Contractor.

7.0 ELECTRICAL SERVICE LOCATION:

The Contractor shall verify and coordinate the service location with the local power company and the Engineer and/or Architect.

The Contractor shall coordinate with the local power company and shall include in his bid all costs for electrical service to work area(s) under this Contract, including but not limited to new service, connections from existing and/or new service and all required labor, equipment, materials etc. and all other associated electrical work.

8.0 SCHEDULING:

The Contractor shall provide the City with a detailed schedule prior to start of work.

The schedule shall be a fully developed, horizontal bar- chart type Contractor's construction schedule. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".

Unless otherwise directed or approved, prepare schedule on a single 8-1/2" X 14" sheet of plain bond white paper.

Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

Contractor shall also prepare schedule in accordance with applicable portions of Section 4.02 of the Agreement.

9.0 ASSIGNMENT OF CONTRACT: Not applicable.

10.0 WORKMANSHIP AND MATERIALS:

Workmanship and materials shall be installed in accordance with accepted standards of the specific trade, as defined by the applicable recognized trade association(s). In the event of a conflict between these trade standards and the Contract Documents, the conflict shall be brought to the Engineer's and/or Architect's attention writing and the final decision shall be made by the Engineer and/or Architect.

11.0 RECORD DRAWINGS:

During the course of the work, Contractor shall maintain, at the site, a clean undamaged set of the Contract Documents. Contractor shall mark set, on a daily basis, with location and progress of all contract work, including but not limited to:

1. Sewer, water, stormwater and irrigation fabrication drawings showing to scale all manholes, all distances and angles between manholes, line dimension, grid co-ordinates, trunk lines, inverts and cleanouts,
2. Fencing, roadway, parking and sleeving,
3. Electrical service, and
4. General building location.

Drawings shall be on site at all times and available for review by the City. Failure of Contractor to have drawings on site and/or up to date may result in suspension of work until situation is corrected. Extension of contract will not be granted for such condition.

At conclusion of work, the Contractor shall provide the City with one complete set of Electronic Record Drawings incorporating changes described above, and four marked hard copy sets of as-built record drawings clean and damaged free shall also be submitted to the City at the same time. Electronic files will be issued to the Contractor by the City of Tampa. These files will be AutoCAD DWG, AutoCAD DWF or Adobe PDF latest versions.

A Work Directive Change is a written directive to the Contractor, issued on or after the date of the execution of the Agreement, and signed by the Engineer on behalf of the City, ordering an addition, deletion or revision in the work, or responding to an emergency. A Work Directive Change will not change the contract price or the time for completion, but is evidence that the parties expect that the change directed or documented by an Authorization to Proceed with Extra Work letter will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the contract price or the time for completion.

Without invalidating the Agreement, additions, deletions or revisions in the work may, at any time or from time to time, be authorized by a Change Order or a Work Directive Change. Upon receipt of any such document, the Contractor shall promptly proceed with the work involved.

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. 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

W.O.# If the report covers a work order number (W.O.#) 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. 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. (e.g. 05/01/07 – 05/31/07)

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

City Department. The City of Tampa department to which the contract pertains.

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.

Signed/Name/Title/Date. This is your certification that the information provided on the form is accurate.

See attached documents. Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.

Partial Payment. Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.

Final Payment. Check if this period is the final payment period. Located at the top right of the form.

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

(Type) of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.

Trade/Work Activity. Indicate the trade, service, or material provided by the subcontractor.

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

Federal ID. 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.

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

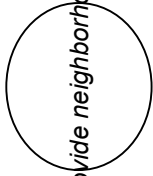
Dollar Amount Previously Paid. Indicate all dollars paid to a subcontractor as of the payment request. (Do not include amount to be paid for this period)

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

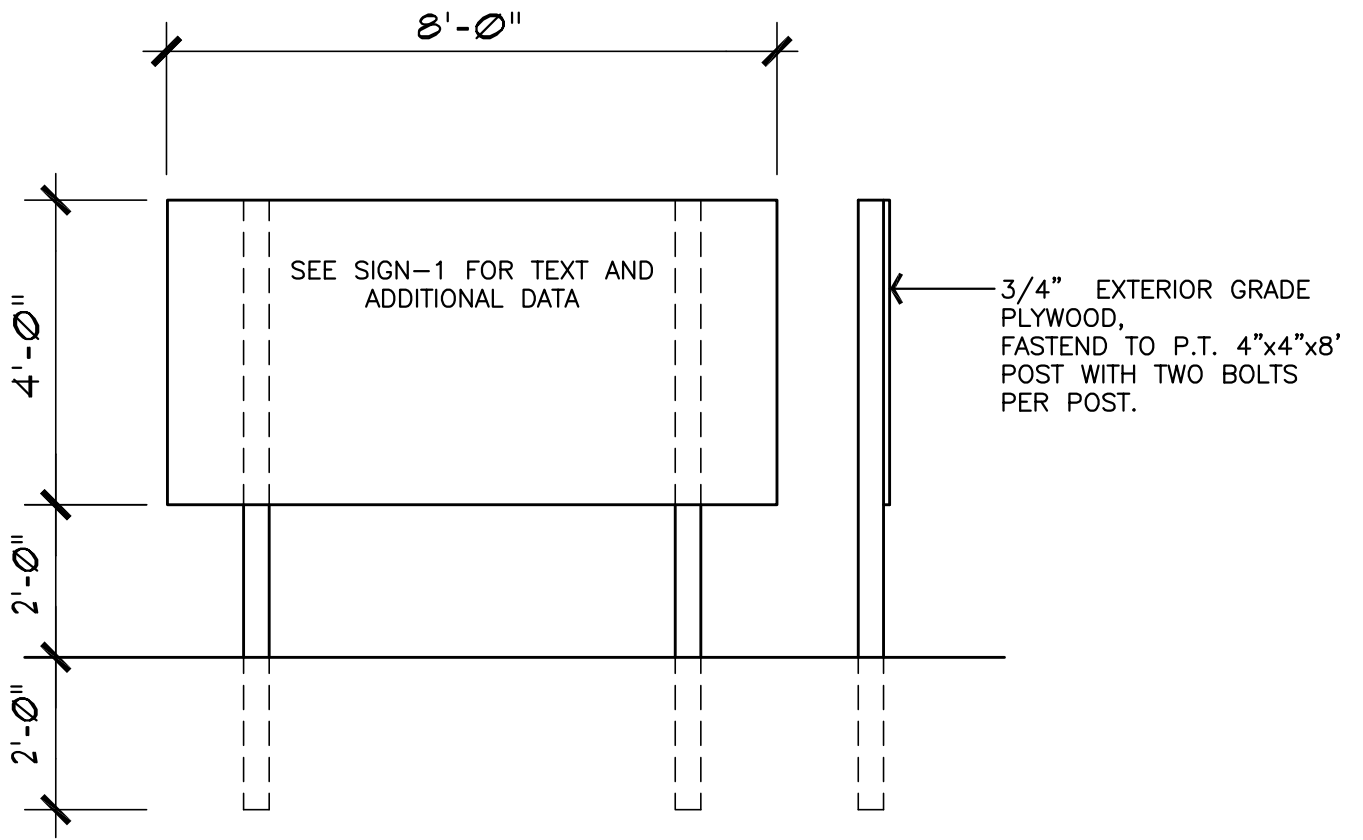
Sub Pay Period Ending Date. Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

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

 <p><i>City to provide neighborhoods decal</i></p>	<h1>City of Tampa Improvement Project</h1> <p><i>brief project description (2 - 3 lines)</i></p> <p><i>total appropriated cost (round off) - duration of construction</i> Scheduled for completion in (date)</p> <p><i>supplemental project description (max. 2 lines)</i></p> <p>For information, please call : (813) 635-3400</p>
<hr/> <p><u>Project Manager :</u> Don Cermeno DPW Construction Engineer City of Tampa</p> <p>Phone : (813) 635-3400 Email : don.cermeno@tampagov.net</p> <p><i>contractor name here</i></p>	

- NOTES :
1. Letter Color : Black, Font : Times New Roman, bold.
 2. Background Color (front, back and edges) : Benjamin Moore Paint, Natural Wicker OC-1.
 3. Post Color : Black.
 4. Contractor shall verify text with the City prior to sign fabrication.



Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

SECTION 01010 - SUMMARY OF WORK

1.0 GENERAL:

The work shall consist of furnishing all materials, labor, equipment, tools, and all items and services required for the complete construction in conformity with Contract Documents of:

William F. Poe and Twiggs Street Garages Elevator Upgrades
at
802 N. Ashley Drive and 901 E. Twiggs Street
for the
City of Tampa

All construction work and materials, in addition to complying with requirements of Contract Documents, shall fully comply with all requirements of local building codes, all ordinances, and regulations of other Federal, State and public authorities having jurisdiction over this type of work in the given area.

2.0 SCOPE:

The work shall include, but not be limited to, repair and upgrade of the four hydraulic elevators at Poe Garage and 2 traction elevators at Twiggs Garage with installation of City-supplied elevator controls, cab refurbishment, fire protection, electrical and all associated work required for a complete project, as shown and indicated on the Drawings and in the Specifications.

3.0 LEGAL DESCRIPTION OF PROJECT SITE:

Not Applicable

4.0 VERIFICATION OF OWNER'S SURVEY DATA:

Prior to commencing any work, the Contractor shall satisfy himself as to accuracy of all survey data which shall affect his work as indicated in these plans and specifications and/or provided by the City.

Should the Contractor discover any inaccuracies or errors which will affect his work, he shall notify the Engineer and/or Architect in order that proper adjustments can be ordered.

The exact location of the building and related items shall be determined on site jointly by the Contractor and the Engineer and/or Architect. NO work shall commence until said final approval of the locations is made by the Engineer and/or Architect.

5.0 CONTRACT DOCUMENTS:

a. BIDDING REQUIREMENTS

Contract 09-C-00037; William F. Poe and Twiggs Street Garages Elevator Upgrades

b. GENERAL PROVISIONS, SUPPLEMENTARY GENERAL PROVISIONS, AND SPECIAL CONDITIONS

6.0 SPECIFICATIONS: (DATED: August, 2009)

Divisions: 1, 14, 16

7.0 DRAWINGS: (DATED: _____, 2009)

Sheets: A0.0, A1.0, A2.0, E1.0, E2.0

Cover Sheet

8.0 ADDENDA AND LETTERS OF CLARIFICATION:

All addenda and letters of clarification issued prior to bid opening time date.

SECTION 01017 - ALTERNATES

1.0 GENERAL:

All applicable provisions of the General Conditions are a part of this section.

This section consists of including all labor tools, equipment, materials, appliances, etc., in connection with the following Alternates.

A separate bid amount shall be submitted for each Alternate in the space provided on the Proposal Form.

2.0 SELECTION OF ALTERNATES:

The City reserves the right to accept or reject any or all alternates.

3.0 ALTERNATES:

3.1 ALTERNATE NO. 1 (ADDITIVE DEDUCTIVE):

To construct, complete elevator restoration, installation of City-supplied elevator controller at Twiggs Garage. Serial numbers 12441 and 12442 with all associated work required for a complete project, as shown and indicated but not limited to Sheet A2.0.

3.2 ALTERNATE NO. 2 (ADDITIVE):

To construct, complete elevator restoration, installation of City-supplied elevator controller at Poe Garage. Serial numbers 31510 and 38084 with all associated work required for a complete project, as shown and indicated but not limited to Sheet A1.0.

End of Section 01017

SECTION 01020 - ALLOWANCES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes administrative and procedural requirements governing allowances.

Types of allowances include the following:

Contingency allowances.

SELECTION AND PURCHASE

SUBMITTALS

Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

CONTINGENCY ALLOWANCES

Use the contingency allowance only as directed by the Owner.

The Contractor's related costs for services, products and equipment ordered by the Owner under the contingency allowance are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

Work Directive Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

At Project closeout, credit unused amounts remaining in the contingency allowance to the Owner by Change Order.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

EXAMINATION

Examine products covered by an allowance promptly upon delivery for damage or defects.

PREPARATION

Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

SCHEDULE OF ALLOWANCES

Allowance No. 1: Include a contingency allowance of \$ 50,000.00 for use according to the Owner's instructions. The allowance shall be included in the Base Bid.

END OF SECTION 01020

SECTION 01040 - PROJECT COORDINATION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

- Coordination.
- Administrative and supervisory personnel.
- General installation provisions.
- Cleaning and protection.

COORDINATION

Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

Make adequate provisions to accommodate items scheduled for later installation.

Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

- Preparation of schedules.
- Installation and removal of temporary facilities.
- Delivery and processing of submittals.
- Progress meetings.
- Project Close-out activities.

Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

SUBMITTALS

Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.

Show the interrelationship of components shown on separate Shop Drawings.

Indicate required installation sequences.

Refer to Division-15 Section "Basic Mechanical Requirements," and Division-16 Section "Basic Electrical Requirements" for specific coordination Drawing requirements for mechanical and electrical installations.

Staff Names: At the Preconstruction Conference, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

GENERAL INSTALLATION PROVISIONS

Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

Recheck measurements and dimensions, before starting each installation.

Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

CLEANING AND PROTECTION

During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

- Excessive static or dynamic loading.
- Excessive internal or external pressures.
- Excessively high or low temperatures.
- Thermal shock.
- Excessively high or low humidity.
- Air contamination or pollution.
- Water or ice.
- Solvents.
- Chemicals.
- Light.
- Radiation.
- Puncture.
- Abrasion.
- Heavy traffic.
- Soiling, staining and corrosion.
- Bacteria.
- Rodent and insect infestation.
- Combustion.
- Electrical current.
- High speed operation,
- Improper lubrication,
- Unusual wear or other misuse.
- Contact between incompatible materials.
- Destructive testing.
- Misalignment.
- Excessive weathering.
- Unprotected storage.
- Improper shipping or handling.
- Theft.
- Vandalism.

END OF SECTION 01040

SECTION 14210 –HYDRAULIC ELEVATORS

PART 1 GENERAL

1.1 SCOPE OF WORK

This project covers the furnishing and installing of labor and materials to modernize two existing hydraulic elevators located in this building. These elevators are a duplexed, glassback pair serving three landings, which have been assigned State Serial numbers 31508 and 31509.

Provide optional price for the two other elevators, both five landings, (State Serial # 31510 & 38084) to be modernized to these same specifications.

- A. Work to be coordinated so that the elevators are non-operational for building occupants for the shortest possible time, scheduled in advance.
- B. Remove and properly dispose of all existing equipment listed to be replaced.
- C. Removal includes but not limited to, controllers, wiring, travel cables, hall call stations, car station & position indicators, door operators, door hanger equipment, mechanical safety edges and electric eyes, and limit switches.
- D. Provide and install hall stations, car stations including hands-free telephone, position indicators, inspection stations, electronic safety edges (on the three Dover units), wiring, travel cables, door operators, door hanger equipment, and other components specified herein.
- E. Install the following components purchased and supplied by the building owner: controller, motion control system, landing system including selector tape, & speed sensor.
- F. New cab controls, directional indicators, audible signals, lights, Braille signage, and communication equipment shall be installed in accordance with the Uniform Florida Accessibility Code.
- G. The required permits shall be obtained from the State of Florida Bureau of Elevator Safety. Bidder is responsible for coordinating with **Vertical Assessment Associates** for the alteration inspection when the work is complete prior to releasing equipment to the Owner for use. The costs of the alteration inspections are to be included in the proposal. A full load pressure test shall be performed at the alteration inspection.
- H. The contractor shall supply (except those components supplied by building owner) and install a complete elevator system, fully functional and operational and suitable in every way for the service required.
- I. Perform demolition in such a manner as to eliminate hazards to persons or property, provide safeguards including barricades, warning signs and other items needed to protect personnel throughout work performed under this contract.
- J. All places where singular is used should be construed to mean plural as appropriate where more than one elevator or more than one component is included in the scope of work.

1.2 RELATED WORK

Refer to other sections for related work.

- A. Section 16250 – Electrical Work
- B. Section 16723 – Fire Alarm

1.3 QUALITY ASSURANCE

- A. Installer qualifications Elevator manufacturer or a certified installer approved by elevator manufacturer with no less than ten (10) years of satisfactory experience installing and servicing elevator equipment equal to the material, design and extent to that indicated for this Project and with a record of successful in-service performance. Elevator Company shall provide a minimum of 4 references, include contact person and telephone numbers.
 - 1. All installation mechanics for this project must have a current certificate of competency card issued by the State of Florida. (A minimum of one mechanic and one helper must be on site at any time alteration work is in progress)
 - 2. Only service mechanics having a current certificate of competency card issued by the State of Florida shall be permitted to service this project.
 - 3. Approval will not be given to any elevator contractor or manufacturer who has established on prior projects either government, municipal or commercial, a record for unsatisfactory elevator installations or has repeatedly failed to complete contracts awarded to him within the contract time or has no requisite record of satisfactorily performing elevator installations of similar type and magnitude.
- B. Approved Installers: Subject to compliance with requirements, manufacturers offering hydraulic elevator components that may be incorporated into the Work include the following:
 - 1. General Elevator Sales & Service
 - 2. Kone, Inc.
 - 3. Otis Elevator Co.
 - 4. Schindler Elevator Corp.
 - 5. ThyssenKrupp Elevator Group North America
 - 6. Retro Elevator (cab refinishing only)
- C. Regulatory Requirements - In addition to local governing regulations, all work is to comply with applicable provisions of the following codes, or the latest edition thereof adopted by the State of Florida at the time of permit application:
 - 1. ASME A17.1, "Safety Code for Elevator and Escalators", the 2004 edition including 2005 supplement and 2005 addenda
 - 2. Florida Uniform Building Code, 2007 edition.
 - 3. NFPA 70, National Electric Code, 2005 edition.
 - 4. ASME A17.5 Code for Electrical Equipment, 1999 Edition.
 - 6. Florida Statute 399
 - 7. Florida Administrative Code Chapter 61-C5
 - 8. NFPA 72, 2002 edition

1.4 SUBMITTALS

- A. Bidders to provide Product Data. Provide three bound copies of descriptive data, technical literature, performance charts, catalogue cuts, brochures; show capacities, performance operations and features.
- B. Bidders to provide samples of cab finishes of adequate size to demonstrate patterns.
- C. Manufacturers Certificates (provide three copies): Signed by elevator contractor certifying that hoistway, pit, and machine room layout and dimensions, and electrical service, including emergency generator requirements, are adequate for elevator equipment being provided.
- D. Elevator contractor to review and confirm engineering data forms for the design of the controller system and provide specific information as applicable to equipment supplied by the contractor.
- E. Maintenance Manuals: Include three bound copies of operation and maintenance instructions, parts listing with sources indicated, recommended parts inventory listing, complete wiring diagrams and control diagrams, and emergency instructions. Include diagnostic, routine maintenance procedures and repair information available to manufacturer's and installer's maintenance personnel. Submit for Owner's information at Project closeout as specified in Division 1. Supply one set reproducible wiring diagrams and one set of wiring diagrams laminated in clear plastic and bound in a folder.

1.5 FIELD MEASUREMENTS

The contractor shall become familiar with all details of the work, verify all dimensions in the field and advise the Project Manager of any discrepancy before performing any work.

1.6 WARRANTY

- A. Warranty: Submit a written warranty, signed by manufacturer agreeing to repair, restore or replace defective elevator work within specified warranty period at no cost to owner; this includes labor and parts or material.
 - 1. Warranty Period: 12 months from date of Final Completion as determined by the date of Final Completion inspection releasing equipment to Owner's use.
 - 2. Contractor will warranty parts manufactured by others that are incorporated into this project.

1.7 MAINTENANCE SERVICES

- A. Initial Maintenance Service: Beginning at Final Completion, provide 12 months' full maintenance service by certified, fully trained employees of the elevator contractor. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Provide parts and supplies as used in the manufacture and installation of original equipment.
 - 1. Perform maintenance, including emergency callback service, during normal working hours. Emergency callback service after normal working hours will be billed at the normal billing rates for such work.

2. Response Time for callbacks: 60 minutes or less from the time the call is placed until the service technician arrives at the building.
3. Certify that all parts used in connection with maintenance and callback service are new parts from the original equipment manufacturer or equivalent. Rebuilt and remanufactured parts are not acceptable.
4. Elevator contractor shall certify that it has a service office with a staff of full-time, certified employees within 20 miles of the project site.
5. Elevator contractor shall perform all of the annual tests required by ASME A17.1, Part 8.11 as well as elevator equipment performance tests again prior to the end of the 12 months warranty and service period. These tests shall be performed in the presence of representatives of the Owner and/or the Owner's agent including a QEI certified elevator inspector. Any corrective action required to correct deficiencies or make adjustments will be at the expense of the Elevator Contractor.
6. Elevator contractor shall provide a minimum of (1) one examination per month, with a minimum total of (1.0) one hour per month per elevator.
7. All maintenance shall comply with Section 8.6 of ASME A17.1.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer qualifications; elevator components supplied shall be manufactured by a company that is currently and regularly engaged in manufacturing elevator components.
 1. The manufacturer must be a firm whose name is listed as an approved manufacturer.
 2. Only new components shall be utilized on this project. No rebuilt, reconditioned or used equipment is allowed. The only used equipment allowed to be utilized is existing components that are not specified for replacement.
- B. Approved Manufacturers: Subject to compliance with requirements, manufacturers offering hydraulic elevator components that may be incorporated into the Work include the following:
 1. Kone, Inc.
 2. Otis Elevator Co.
 3. Schindler Elevator Corp.
 4. ThyssenKrupp Elevator Group North America
 5. Motion Control Engineering (selectors and controller equipment only)
 6. Janus Elevator Products, Tri-Tronics Company, T.L. Jones (electronic door detector devices only)
 9. Monitor Controls, Elevator Products Corp., Innovation industries, PTL, G.A.L., C.J. Anderson (signal fixtures only)
 10. G.A.L, M.A.C. (door operators and hanger equipment)
 10. Retro Elevator (cab refinishing only)

2.2 MATERIALS AND COMPONENTS

General: Provide manufacturer's standard elevator systems. Where components are not otherwise indicated, provide standard components as required for a complete system. All items listed shall be for each elevator included in this scope of work.

1. The new materials furnished shall be new, undamaged, and packed in original manufacturer's packing.

2. Constituent parts which are alike shall be the product of a single manufacturer.
 3. The same components shall used for each of the elevators.
 4. Manufacturers of equipment assemblies which include components made by others shall assume complete responsibility for the final assembled unit.
- A. Controller – See Section 2.3 “OPERATING SYSTEMS”.
 - B. Fixtures – See Section 2.4 “SIGNAL EQUIPMENT”.
 - C. Cabs Equipment – See Section 2.5 “PASSENGER ELEVATOR ENCLOSURE”
 - D. Door Operator and Car Door Hanger Equipment – See Section 2.5 “PASSENGER ELEVATOR ENCLOSURE”
 - E. Leveling system:
Install a non-proprietary leveling system consisting of sensors or proximity switches and selector tape running the height of the hoistway to determine the location of the elevator car in the hoistway, and when to slow down, stop, anti-creep, and operate the doors. Selector system to be supplied by the City of Tampa.
 - F. Limit switches.
Top and bottom limit switches shall be replaced with new mechanical switches operated by the existing car mounted cam.
 - G. Wiring and travel cables – See Section 2.7 “ELEVATOR WIRING”
 - H. Hoistway Entrances – Reuse Existing
 - I. Hall Door Hanger Equipment – See Section 2.6 “HOISTWAY ENTRANCES”
 - J. Car Top Operating Station
The elevator shall be equipped with a new car top operating station located on the front side of the cross-head, in a location that does not require elevator maintenance personnel to step onto the top of the elevator in order to operate the inspection switch. The car top station shall include the following:
 1. UP/DOWN buttons, with “enable” button, all properly marked.
 2. Run/Stop toggle or push-pull type switch.
 3. Automatic/Inspection switch guarded against accidental transfer.
 4. Work light, with non-conducting guard. Include light switch.
 5. Grounded GFCI type duplex 115 volts AC power receptacle for tools, etc.

2.3 OPERATING SYSTEMS

- A. Passenger Elevator Controller:
 1. The new controller and drive systems **shall be supplied by the building owner and installed, wired, and adjusted by the contractor.** Information on this control system can be obtained at: <http://www.mceinc.com/products/Controllers/Motion2000.html>
 2. The Controllers will be manufactured by Motion Control Engineering (MCE™), model MCI Motion 2000. Propriety based systems will not be acceptable. No tools shall be

required to maintain the system. The software for programming shall be non-proprietary. All software must be stored on an EPROM; battery backup will not be required.

3. The controller shall be installed, wired, and adjusted in compliance with code and as specified herein.

B. Landing System: A new Leveling system including selector tape **shall be supplied by the building owner and installed by the contractor**. The system shall be adjusted for automatic 2-way leveling of the car within 1/4" above or below landing sill. Over travel, under travel, or anti-creep shall be compensated and car brought level to landing sill.

C. Limit Switches

New mechanical final terminal limit switches shall be supplied and installed as specified by the controller manufacturer's instructions.

2.4 SIGNAL EQUIPMENT

A. Hall-Call Stations

1. Hall-Call operating devices shall consist of one flush-mounted fixture at each landing. There shall be an "UP" push-button at bottom landing, a "DOWN" push-button at top landing and "UP" and "DOWN" push-buttons at all other landings. Push-buttons shall be vandal-resistant design, with light to indicate when a call is registered.
2. New Hall call stations are to be mounted 42" to center from the floor per the Florida Building Code, Chapter 11 guidelines.
3. A Fire service switch shall be located at the bottom landing. The nomenclature shall be RESET, OFF and ON with the key removable only in the OFF or ON mode. The Phase I instruction sign shall be engraved into the cover plate. The switch may be incorporated into the hall station or the Switch cover shall match car station covers to the closest extent possible and shall be approved by the architect. The switch shall utilize a tubular, 7 pin, style 137 construction and shall have a bitting code of 6143521, and shall be coded FEO-K1 (as specified in ASME A17.1, 2007 Edition, Rule 2.27.8).
4. Hoistway access switches are required at both the top and bottom landing. These switches may be incorporated into the hall station or be mounted in separate, matching covers mounted in accordance with A17.1 Code.

B. Car Station

The car operating panel shall be of installer's standard vandal-resistant design as approved by the architect. It shall be provided with the necessary .030" markings for the handicapped, with floor numbers engraved into the car panel and backfilled with black enamel. Panel shall include a series of minimum 3/4 "diameter push-buttons numbered to correspond to the floor served and various additional switches, buttons and light jewels. Operating buttons shall be vandal-resistant design. The elevator number shall be engraved into the car station in numerals or letters a minimum of 1/2 inch in height – elevator designations to be confirmed with the architect. Fire Control instructions shall be provided and permanently mounted inside the

Fire Control enclosure. The car operating panel shall consist of the following operating devices:

1. "DOOR OPEN" button
2. Illuminated call buttons for each floor served
3. Key-operated light switch
4. Key-operated fan switch (may be incorporated into keyed light switch)
5. Means of two-way communication
6. Keyed emergency stop switch
7. Emergency alarm bell button
8. Key-operated independent service switch
9. Key-opened Fire Control enclosure containing all required operational devices
10. Emergency light (unless emergency light is ceiling mounted)

C. Emergency Phone

A telephone system shall be provided meeting the accessibility requirements for passenger elevators and ASME A17.1. It shall be a "hands-free" system incorporated into the car station, with visible signal and signage to indicate that the prerecorded or programmed message has been received. Phone to be programmed to call a location as directed by the City.

D. Car Position Indicator

1. Indicator numerals and directional arrows for passenger elevators shall be minimum 1 ½" high in a flush mounted faceplate. As the car travels through the hoistway the car position shall be indicated by illumination of a number corresponding to landing at which car is stopped or passing. A position indicator of the digital-readout or dot-matrix type shall be provided in car station. The number corresponding to car position shall remain indicated when motor drive is shut down. Faceplate shall be stainless steel #4 finish.
2. An audible signal shall be provided and shall sound coincident with the landing lantern illumination indicator. The audible signal shall be no less than 20 decibels with a frequency no higher than 1500 Hz. The audible signal shall sound once for UP direction and twice for DOWN direction. Directional arrows shall be 1 ½" high mounted in front return column of cab. Cover shall match the car station.

E. Hall Position Indicator

A digital read-out position shall be provided over entrance at bottom landing only. Cover shall match the car station. As the elevator travels in hoistway, elevator position shall be indicated by illumination in alpha-numeric characters corresponding to the landing where elevator is stopped or passing. Numbers corresponding to position of car shall remain indicated when the motor drive is shut down.

F. Hall Door Frame Braille – Retain existing

G. All fixtures within the elevator cabs and in hall lobbies shall have stainless steel #4 brushed finish.

- H. The elevator contractor shall provide the owner three sets of keys for each keyed switch utilized in the car operation station.

2.5 PASSENGER ELEVATOR ENCLOSURE

A. Materials & Components

Finish Materials: Provide the following materials and finishes for exposed parts of elevator Cab enclosures and car doors as indicated:

1. All Stainless Steel to be: ASTM A 666, Type 304, with finishes as specified.
2. Other materials as specified.

B. Installation: Refurbish car enclosure with new wall cladding, trim, accessories, and door cladding. Maximum gaps at rear corners and against car front are 1/16" to be filled with color matching caulk.

1. Cab Walls: Re-clad with stainless steel, non-directional vandal-resistant finish. Existing surface to be cleaned and prepared to accommodate new metal cladding. Existing surface to be cleaned and prepared to accommodate new metal cladding. Rear wall to contain one vertical centerline hairline seam. Each sidewall to be installed in one-piece with no seams. Also include 18 gauge brushed #4 finish stainless steel base with 3" tall vertical ventilation slots aligning with existing ventilation openings.
2. Front Returns: Re-clad with stainless steel, non-directional vandal-resistant finish. Cladding is to encompass the car door frame and extend a minimum of 1" return parallel to the car door. Existing surface to be cleaned and prepared to accommodate new metal cladding.
3. Door Header & frame: Re-clad or cap with stainless steel, non-directional vandal-resistant finish, header to include the cab wall above the door to the cab ceiling. Existing surface to be cleaned and prepared to accommodate new metal cladding.
4. Floor Finish: Furnish and install new *Norament 925*, rubber flooring. This proposal includes installation of new 1/8" sheet aluminum underlayment, and installation of flooring. Flooring is installed with a 2-part epoxy adhesive and bonded to the aluminum underlayment. Color to be selected by architect.
6. Doors: Re-clad door panels with stainless steel, non-directional vandal-resistant finish.
7. Replace existing suspended ceiling light diffusers with fire-rated *Lexan Thermoclear* polycarbonate lenses into existing frame. Re-use existing fluorescent light fixtures, but light tubes are to be fitted with plastic sleeves.
8. Handrails: 1-1/2" tubular stainless steel support rails are to be supplied and installed at rear wall of each car, 42" long, mounted at 32" from the floor to the top of the support rail. Stainless steel to have #4 brushed steel finish. On glassback elevators support rail can remain at original height if necessary.

C. Cab Door Reopening Device

Cab Door Protection - Provide new full door height infrared electronic door protection device. The device shall not allow the doors to close if a passenger or object is blocking the beams, and if the doors have started closing and the beams are interrupted, the door will reopen. (for all elevators except for Serial #38084)

D. Door Operator & Cab Door Hanger Equipment

1. Provide a new door operator with a closed loop DC motor to open and close the car and hoistway doors simultaneously. The operator must be capable of opening doors smooth, stepless and control the closing of the doors in compliance with Code limitations on closing force and kinetic energy limitations. If a service tool is required to adjust and/or trouble shoot the operator, **one such tool and its instructions will be supplied** to the building owner. All door operator systems shall be non-proprietary.
2. Provide a new gate switch. All adjustments to be per code requirements. Elevator cannot operate unless doors are closed.
3. Provide a new car door clutch and linkages designed to interconnect the car door to the hall doors at each landing. The clutch shall be designed to release the hall door and allow separation between doors when elevator is floor level.
4. Door restriction shall be maintained in accordance with ASME A17.1 or A17.3. If existing door restriction is not the type with a cam on the car door and flags in the hoistway, opening restriction to prevent the car doors from opening more than 4 inches when the car is more than 18" away from floor level shall be incorporated into the clutch system.
5. Car door hanger roller assemblies and door gibs are to be replaced. Car door tracks, if retained, shall be sanded to remove corrosion and properly lubricated.

2.6 HOISTWAY ENTRANCES – Retain Existing

Door hanger equipment to be replaced with new. This includes door hanger roller assemblies, pick-up roller assemblies, interlocks, spirators, and door gibs. Door tracks, if retained, shall be sanded to remove corrosion and properly lubricated. All new components visible from outside the hoistway on the two glassback units shall be painted black.

2.7 ELEVATOR WIRING

A. Grounding

Equipment grounding shall be provided. Ground all conductors, supports, controller enclosure, and other non-current conducting metal enclosures for electrical equipment in accordance with NEC. The ground wires shall be copper, and sized as required by NEC.

B. Traveling Cable

New traveling cables designed for elevator service shall be installed. The cables will be sufficiently flexible to readily adapt to all changes in the position of the elevator car and hang straight without twist. The open loop will show no tendency to twist upon itself. Traveling cables will have non-metallic fillers and will be suspended per NEC-70. The traveling cables will include shielded telecommunication cabling and will terminate in a terminal box located on the car. The terminal boxes will have approved terminal strips for connecting conductors and will be provided with approved strain devices required to connect the supporting strand and relieve the traveling cable conductors strain. The swing of the traveling cables

will be checked when the elevator is running and any shields and pads necessary to prevent chafing will be installed. The traveling cables and the corresponding groups of conductors connecting these cables to the controller, signal and car operating panels will each contain at least 10 percent spare conductors, but not less than two spare conductors of the same size and type. Terminal blocks will have indelible identification marking for each terminal connection.

C. Hoistway Wiring

New wiring will be provided in the hoistway, adequately sized and constructed for the proper operation of the equipment. Multi-conductor type wiring for light and signal circuits shall be used in the elevator hoistway. All conductors will be copper and the minimum size of conductors, excluding those which form an integral part of control devices, shall be No. 14 for lighting circuits and No. 18 for operating, control and signal circuits. Except for lighting conductors in traveling cable, No. 18 conductors may be used in parallel to provide a current carrying capacity equivalent to not less than No. 14 size. Interlock wire to be type FS wire. Connections to the controller will be made in a manner that minimizes transmission of vibration or noise.

2.8 PASSENGER ELEVATOR, SPEED CAPACITY AND LOAD

A. Regulatory Requirements

Design and fabrication shall be in accordance with ASME A17.1. Each car shall have the capacity to lift a live load, exclusive of the car at a speed as specified in the following schedule. The number of stops and openings, and the car capacities shall be as shown in the schedule. The elevators shall serve the floors with stops and openings in accordance with the requirements indicated.

B.	<u>Elevator Schedule</u>	<u>Elevs 31508 & 31509</u>	<u>#31510</u>	<u>#38084</u>
	Manufacture	Dover	Dover	Montgomery
	Control	Duplex	Simplex	Simplex
	Capacity	3000 lb	3000 lb	3000 lb
	Speed	150 fpm	150 fpm	150 fpm
	Landings	3	5	5
	Openings	3 in line	5 in line	5 in line
	Cabs	Glassback	Standard	Standard
	Door Protection	Safety edge	Safety edge	Electronic edge
	Signals	Illuminating Car and Hall Pushbuttons Position Indicator Car Travel Lanterns		
	Additional Features	Fireman Service, Phase I & II ADA Handicap Requirements Independent Service		

C. The contractor shall maintain Passenger Elevator equipment operating performance as follows. These performance criteria can be achieved by much of the equipment provided by the elevator industry. These criteria are guidelines and are to be improved where possible. When these performance guidelines cannot be met, the Contractor is to provide written explanation to the Project Manager.

1. Floor-to-Floor Times -- start to stop one floor run:
 - a. Speed 150 FPM; 11 seconds max.

Variations of up to 1 second in either direction will be allowed to maintain passenger-riding comfort. Floor to floor times are based on typical floor heights of 12' 0". Maximum time the elevator requires to start moving, once the elevator interlock circuit has been established shall not exceed 0.1 second.

2. Door Operating Times (Door operating times are measured from 2" from fully open and 2" from fully closed).

	Maximum	Minimum
a. Door Open:		
Single-Speed 42" wide	3.5 seconds	2.5 seconds
b. Door Close		
Single-Speed 42" wide	4.5 seconds	3.5 seconds
c. Long door and short door "hold open" times, shall be set initially at 6.0 and 3.0 seconds respectively.		
d. Door Nudging. A predetermined adjustable time of 20 – 25 seconds. When doors attempt to close, a warning buzzer shall sound and the kinetic force will be reduced to a maximum of 2 1/2 foot pounds per code (with electronic door edge).		

3. Door Closing Force shall be set for a maximum of 20 foot-pounds.

4. Leveling Accuracy. The elevators will be adjusted to stop within 1/4" of floor level under any load up to rated load.

E. Designated Landing

For the purposes of firefighter's service and emergency operations, as required by Section 2.27.3, ASME A17.1, the designated landing or level shall be the lowest landing. The alternate landing or level shall be the second landing, unless dictated otherwise by the local fire authority.

PART 3 - EXECUTION

3.1 EXAMINATION

Examine elevator areas, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Examine hoistways, hoistway openings, pits and machine rooms as constructed; verify critical dimensions; and examine supporting structure and other conditions under which elevator work is to be installed. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 WORKMANSHIP

A. General: The installation of materials and equipment shall be performed in a neat, workmanlike and timely manner by an adequate number of craftsmen knowledgeable of the requirements of the Contract Documents. They shall be skilled in the methods and craftsmanship needed to produce a quality level of workmanship. Personnel who install materials and equipment shall be qualified by training and experience to perform their assigned tasks.

B. Acceptable Workmanship: Acceptable workmanship is characterized by first-quality appearance and function, conforming to applicable standards of building system construction, and

exhibiting a high degree of quality and proficiency which is judged by the Project Manager as equivalent as or better than ordinarily produced by qualified industry tradesmen.

C. Performance: Personnel shall not be used in the performance of the installation of material and equipment that, in the opinion of the Project Manager, are deemed to be careless or unqualified to perform the assigned tasks. Material and equipment installations not in compliance with the Contract Documents, or installed with substandard workmanship and not acceptable to the Project Manager, shall be removed and reinstalled by qualified craftsmen, at no change in the contract price.

3.3 PAINTING

- A. All new equipment shall be factory painted with manufacturer's standard finish and color. Any damage to this finish shall be touched up with matching paint or finish.
- B. Machine room floor to be cleaned and then painted with floor and deck enamel.
- C. All painting to be done prior to inspection.

3.4 TESTING

Testing shall be in accordance with requirements of ASME A17.1 and ASME A17.2.1 and as specified. Contractor shall conduct a complete test of the system, including a full load relief pressure test. The Owner's QEI witness shall be present at all testing. Contractor is to give owner/owner's representative and Vertical Assessment Associates a minimum 7 day notice of any tests.

3.6 SUMMARY

The work consists of modernizing two, three landing hydraulic passenger elevators, with an optional price for adding two five landing elevators. This includes all work as may be required to comply fully with ASME A17.1 and all other applicable codes for fully functional elevator systems. The following list is for convenience and all renovations may not be listed.

- 1. For each elevator, remove and replace, or add the following:
 - a. Install Controllers supplied by the City of Tampa
 - b. Install Selector supplied by the City of Tampa
 - c. Limit switches
 - d. Cartop inspection station
 - e. Door operator and door hanger equipment
 - f. All hoistway wiring including travel cable
 - g. Safety edge to be replaced with electronic door protection device (except for State Serial #38084)
 - h. Refurbish cabs with new wall and car door finishes, flooring, and suspended ceiling panels.

END OF SECTION 14210

SECTION 14215 -ELECTRIC TRACTION ELEVATORS

PART 1 GENERAL

1.1 SCOPE OF WORK

This project covers the furnishing and installing of labor and materials to modernize two existing traction elevators located at the Tampa Twiggs Parking Garage, State Serial #12441 & 12442

- A. Work to be coordinated so that not more than one elevator remains out-of-service for building occupants for the minimum possible time.
- B. Remove and properly dispose of all existing equipment listed to be replaced.
- C. Removal includes but not limited to, controllers, governor ropes, wiring, travel cables, hall call stations & call indicators, governor and tail sheave, and hatch limit switches.
- D. Provide for each elevator: A/C motor for drive machine, auxiliary brake or rope brake, governor, governor rope, tail sheave, hall stations, final terminal limit switches, car station, position indicators, inspection station, door operator and equipment, wiring, conduit, and travel cables, and other components required to produce a complete Code-compliant elevator.
- E. Install the following components purchased and supplied by the building owner: controllers, motion control systems, landing systems including selector tapes.
- F. Cab controls, audible signals, lights, Braille signage, and communication equipment shall be installed in accordance with the Uniform Florida Accessibility Code.
- G. The required alteration permit shall be obtained from the State of Florida Bureau of Elevator Safety. Contractor is responsible for coordinating with Vertical Assessment Associates for the alteration inspections when the work is complete prior to releasing equipment to the Owner for use.
- H. The contractor shall supply (except those components supplied by building owner) and install components as specified and as required for a complete elevator system, fully functional and operational and suitable in every way for the service required.
- I. Perform demolition in such a manner as to eliminate hazards to persons or property, provide safeguards including un-perforated barricades, warning signs and other items needed to protect personnel throughout this contract. At no time shall a hoistway door be left open without barricades in place.
- J. All places where singular is used should be construed to mean plural as appropriate where more than one elevator or more than one component is included in the scope of work.

1.2 RELATED WORK

Refer to other sections for related work.

- A. Section 16250 Electrical work
- B. Section 16723 Fire Alarm

1.3 QUALITY ASSURANCE

- A. Installer qualifications; Elevator manufacturer or a certified installer approved by elevator manufacturer with no less than ten (10) years of satisfactory experience installing and servicing elevator equipment equal to the material, design and extent to that indicated for this Project and with a record of successful in-service performance. Elevator Company shall provide a minimum of 4 references, include contact person and telephone numbers.
 - 1. All installation mechanics for this project must have a current certificate of competency card issued by the State of Florida. (A minimum of one mechanic and one helper must be on site at any time alteration work is in progress)
 - 2. Only service mechanics having a current certificate of competency card issued by the State of Florida shall be permitted to service this project.
 - 3. Approval will not be given to any elevator contractor or manufacturer who has established on prior projects either government, municipal or commercial, a record for unsatisfactory elevator installations or has repeatedly failed to complete contracts awarded to him within the contract time or has no requisite record of satisfactorily performing elevator installations of similar type and magnitude.

- B. Approved Installers: Subject to compliance with requirements, manufacturers offering hydraulic elevator components that may be incorporated into the Work include the following:
 - 1. General Elevator Sales & Service
 - 2. Kone, Inc.
 - 3. Otis Elevator Co.
 - 4. Schindler Elevator Corp.
 - 5. ThyssenKrupp Elevator Group North America
 - 6. Retro Elevator (cab refinishing only)

- C. Regulatory Requirements
 - 1. In addition to local governing regulations, comply with applicable provisions in ASME A17.1, "Safety Code for Elevators and Escalators", the 2004 edition including the 2005 Addenda or the latest edition adopted by the State of Florida at the time of permit application.
 - 2. Florida Uniform Building Code, current edition unless newer edition is adopted
 - 3. NFPA 70, National Electric Code, 2005 edition unless newer edition is adopted
 - 4. NFPA 72, National Fire Alarm Code, 2005 edition unless newer edition is adopted
 - 5. ASME A17.5 Code for Electrical Equipment
 - 6. Florida Statute 399
 - 7. Florida Administrative Code Chapter 61-C5

- D. Accessibility Requirements: In addition to governing regulations, comply with Chapter 11, Florida Building Code and Federal Accessibility Guidelines (ADAAG)."

1.4 SUBMITTALS

- A. Bidders to provide Product Data. Provide three bound copies of descriptive data, technical literature, performance charts, catalogue cuts, brochures; show capacities, performance operations and features.

- B. Bidders to provide samples of cab finishes of adequate size to demonstrate patterns.
- C. Manufacturers Certificates (provide three copies): Signed by elevator contractor certifying that hoistway, pit, and machine room layout and dimensions, and electrical service, including emergency generator requirements, are adequate for elevator equipment being provided.
- D. Elevator contractor to review and confirm engineering data forms for the design of the controller system and provide specific information as applicable to equipment supplied by the contractor.
- E. Maintenance Manuals: Include three bound copies of operation and maintenance instructions, parts listing with sources indicated, recommended parts inventory listing, complete wiring diagrams and control diagrams, and emergency instructions. Include diagnostic, routine maintenance procedures and repair information available to manufacturer's and installer's maintenance personnel. Submit for Owner's information at Project closeout as specified in Division 1. Supply one set reproducible wiring diagrams and one set of wiring diagrams laminated in clear plastic and bound in a folder.

1.5 FIELD MEASUREMENTS

The contractor shall become familiar with all details of the work, verify all dimensions in the field and advise the Project Manager of any discrepancy before performing any work.

1.6 WARRANTY

- A. Warranty: Submit a written warranty, signed by manufacturer agreeing to repair, restore or replace defective elevator work within specified warranty period at no cost to owner; this includes labor and parts or material.
 - 1. Warranty Period: 12 months from date of Final Completion as determined by the date of Final Completion inspection releasing equipment to Owner's use.
 - 2. Contractor will warranty parts manufactured by others that are incorporated into this project.

1.7 MAINTENANCE SERVICES

- A. Initial Maintenance Service: Beginning at Final Acceptance, provide 12 months' full maintenance service by certified, fully trained employees of the elevator contractor. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Provide parts and supplies as used in the manufacture and installation of original equipment or equivalent.
 - 1. Perform maintenance, including emergency callback service, during normal working hours. Emergency callback service after normal working hours will be billed at the normal billing rates for such work.
 - 2. Response Time for callbacks: 60 minutes or less from the time the call is placed until the service technician arrives at the building.

3. Certify that all parts used in connection with maintenance and callback service are new parts from the original equipment manufacturer or equivalent. Rebuilt and remanufactured parts are not acceptable.
4. Elevator contractor shall certify that it has a service office with a staff of full-time, certified employees within 20 miles of the project site.
5. Elevator contractor shall perform all of the annual tests required by ASME A17.1, Part 8.11 as well as elevator equipment performance tests again prior to the end of the 12 months warranty and service period. These tests shall be performed in the presence of representatives of the Owner and/or the Owner's agent including a QEI certified elevator inspector. Any corrective action required to correct deficiencies or make adjustments will be at the expense of the Elevator Contractor.
6. Elevator contractor shall provide a minimum of (1) one routine maintenance visit per month, with a minimum total of (1.5) one and one-half hours per month per elevator.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer qualifications; elevator components supplied shall be manufactured by a company that is currently and regularly engaged in manufacturing elevator components.
 1. The manufacturer must be a firm whose name is listed as an approved manufacturer.
 2. Only new components shall be utilized on this project. No rebuilt, reconditioned or used equipment is allowed. The only used equipment allowed to be utilized is existing components that are not specified for replacement.
- B. Approved Manufacturers: Subject to compliance with requirements, manufacturers offering electric traction elevator components that may be incorporated into the Work include but are not limited to, the following:
 1. KONE Inc.
 2. Otis Elevator Co.
 3. Schindler Elevator Corp.
 4. ThyssenKrupp Elevator Group North America
 5. Motion Control Engineering (controller, drive, drive machine, and floor selector equipment)
 6. G.A.L. Manufacturing Corp. (door operator and door hanger equipment)
 7. Hollister-Whitney Elevator Corp. (drive machines, drive and deflector sheaves, governors, tail sheaves, safeties, brakes, rope brakes)
 8. ELSCO (roller guides)
 9. Janus Elevator Products, Tri-Tronics Company, T.L. Jones (electronic door detector devices)
 10. Imperial Electric as supplied by Motion Control Engineering (hoisting machine motors)
 11. Monitor Controls, Elevator Products Corp., Innovation industries, PTL. G.A.L., C.J. Anderson (signal fixtures only)
 12. Retro Elevator (cab refinishing only)

2.2 MATERIALS AND COMPONENTS

General: Provide manufacturer's standard elevator systems. Where components are not

otherwise indicated, provide standard components, published by manufacturer as included in standard pre-engineered elevator components and as required for a complete system.

1. The new materials furnished shall be new, undamaged, and packed in original manufacturer's packing.
2. Constituent parts which are alike shall be the product of a single manufacturer.
3. Manufacturers of equipment assemblies which include components made by others shall assume complete responsibility for the final assembled unit.

A. CONTROLLER – See Section 2.3 “OPERATING SYSTEMS”

B. TRACTION MACHINE

1. Retain existing Machines. Machine drive motors to be replaced AC motors of adequate horsepower for the load. **The A/C motors shall meet the specifications by Motion Control Engineering** to be suitable for the specified motion control utilized.
2. Existing Hoisting ropes shall be retained.

C. AUXILIARY BRAKE

An auxiliary brake shall be incorporated into the each existing machine, or rope brake devices shall be provided to prevent the elevators from over-speeding in the UP direction and to protect against unintended movement in either direction. The unit shall not damage the ropes or place undue stress to the traction machine or traction sheave.

D. RAILS – Retain existing

Rails to be thoroughly cleaned of all lubricant residue, and file smooth any damaged guide surfaces.

E. CAR SLING – Retain existing

F. CAB – See Section 2.5 “PASSENGER ELEVATOR ENCLOSURE”

G. FIXTURES – See Section 2.4 “SIGNAL EQUIPMENT”

H. ROLLER GUIDES – Retain existing

I. CAR SAFTIES – Retain existing

J. PLATFORM – Retain existing

A platform guard 48” long, or as long as possible without impacting the pit floor upon full compression of the buffers, will be provided and installed.

K. BUFFERS – Retain existing

L. OVER-SPEED GOVERNOR

Governor shall be replaced with a new governor complying with ASME A17.1 and shall include new governor rope and pit mounted tail-sheave. An over-speed switch shall be provided on the

governor set at no more than 90% of the tripping speed of the governor, and shall be activated by overspeed in either direction of travel.

M. CAR TOP OPERATING STATION

The elevator shall be equipped with a new car top operating station located on the front side of the cross-head, in a location that does not require elevator maintenance personnel to step onto the top of the elevator in order to operate the inspection switch. The car top station shall include the following:

1. UP/DOWN buttons, with "enable" button, all properly marked.
2. Run/Stop toggle or push-pull type switch.
3. Automatic/Inspection switch guarded against accidental transfer.
4. Work light, with non-conducting guard. Include light switch.
5. Grounded GFCI type duplex 115 volts AC power receptacle for tools, etc.

N. COUNTERWEIGHTS – Retain Existing. Weight is to be adjusted to compensate for reduced capacity, increased car weights, and control requirements.

O. PIT SWITCH – New pit switches shall be provided in accordance with code.

P. PIT LADDER – Retain existing.

Q. Entrances – See Section 2.6 "PASSENGER ELEVATOR HOISTWAY ENTRANCES"

2.3 OPERATION SYSTEMS

A. Passenger Elevator Controller:

1. The new controller and drive systems **shall be supplied by the building owner and installed, wired, and adjusted by the contractor**. Information on this control system can be obtained at: <http://www.mceinc.com/products/Controllers/Motion4000.html>
2. The Controllers will be manufactured by Motion Control Engineering (MCE™), model MCI Motion 4000. It will have AC Flux Vector drive with closed-loop/velocity feedback, PMAC/induction motor control. Propriety based systems will not be acceptable. No tools shall be required to maintain the system. The software for programming shall be non-proprietary. All software must be stored on an EPROM; battery backup must not be required.
3. The controller shall be adjusted to provide smooth step-less acceleration and deceleration and provide regulation at all speeds.

B. Landing System: A new Leveling system including selector tape **shall be supplied by the building owner and installed by the contractor**. It will be a Motion Control Engineering lightweight 1/2-inch wide encoded tape. The system shall be adjusted for automatic 2-way leveling of the car within 1/4" above or below landing sill. Over travel, under travel or rope stretch shall be compensated and car brought level to landing sill.

C. Limit Switches

New mechanical terminal limit switches and final terminal limit switches shall be supplied and installed as specified by the controller manufacturer's instructions. No leveling magnets, slowdown, or emergency terminal switches are needed.

2.4 SIGNAL EQUIPMENT

A. Hall-Call Stations

1. Hall-Call operating devices shall consist of one flush-mounted fixture at each landing. There shall be an "UP" push-button at bottom landing, a "DOWN" push-button at top landing and "UP" and "DOWN" push-buttons at all other landings. Push-buttons shall be vandal-resistant design, with light to indicate when a call is registered.
2. New Hall call stations are to be mounted 42" to center from the floor per the Florida Building Code, Chapter 11 guidelines.
3. A Fire service switch shall be located at the bottom landing. The nomenclature shall be RESET, OFF and ON with the key removable only in the OFF or ON mode. The Phase I instruction sign shall be engraved into the cover plate. The switch may be incorporated into the hall station or the Switch cover shall match car station covers to the closest extent possible and shall be approved by the architect. The switch shall utilize a tubular, 7 pin, style 137 construction and shall have a bitting code of 6143521, and shall be coded FEO-K1 (as specified in ASME A17.1, 2007 Edition, Rule 2.27.8).
4. Hoistway access switches are required at both the top and bottom landing. These switches may be incorporated into the hall station or be mounted in separate, matching covers mounted in accordance with A17.1 Code.

B. Car Station

The car operating panel shall be of installer's standard design as approved by the architect. It shall be provided with the necessary .030" markings for the handicapped, with floor numbers engraved into the car panel and backfilled with black enamel. Panel shall include a series of minimum 3/4 "diameter push-buttons numbered to correspond to the floor served and various additional switches, buttons and light jewels. Operating buttons shall be vandal-resistant design. Fire Control instructions shall be provided and permanently mounted inside the Fire Control enclosure. The car operating panel shall consist of the following operating devices:

1. "DOOR OPEN" button
2. Illuminated call buttons 1 through 5
3. Key-operated light switch
4. Key-operated fan switch (may be incorporated into keyed light switch)
5. Means of two-way communication
6. Keyed emergency stop switch
7. Emergency alarm bell button
8. Key-operated independent service switch
9. Key-opened Fire Control enclosure containing all required operational devices

C. Emergency Phone

1. A telephone system shall be provided meeting the accessibility requirements for passenger elevators and ASME A17.1. It shall be a “hands-free” system incorporated into the car station, with visible signal and signage to indicate that the prerecorded or programmed message has been received. Phone to be programmed to call a location as directed by the City.

D. Car Position Indicator

1. Indicator numerals and directional arrows for passenger elevators shall be vandal-resistant type and a minimum 1 ½” high in a flush mounted faceplate. As the car travels through the hoistway the car position shall be indicated by illumination of a number corresponding to landing at which car is stopped or passing. A position indicator of the digital-readout or dot-matrix type shall be provided in car station. The number corresponding to car position shall remain indicated when motor drive is shut down. Faceplate shall be stainless steel #4 finish.
2. An audible signal shall be provided and shall sound coincident with the landing lantern illumination indicator. The audible signal shall be no less than 20 decibels with a frequency no higher than 1500 Hz. The audible signal shall sound once for UP direction and twice for DOWN direction. Directional arrows shall be 1 ½” high mounted in front return column of cab. Cover shall match the car station.

E. Hall Position Indicator

A digital read-out position shall be provided over entrance at bottom landing only. Cover shall match the hall station. As the elevator travels in hoistway, elevator position shall be indicated by illumination in alpha-numeric characters corresponding to the landing where elevator is stopped or passing. Numbers corresponding to position of car shall remain indicated when the motor drive is shut down.

F. Hall Braille – Retain existing

G. All fixtures within the elevator cabs and in hall lobbies shall have stainless steel #4 brushed finish.

H. The elevator contractor shall provide the owner three sets of keys for each keyed switch utilized in the car operation station.

2.5 PASSENGER ELEVATOR ENCLOSURE

A. Materials & Components

Finish Materials: Provide the following materials and finishes for exposed parts of elevator Cab enclosures and car doors as indicated:

1. All Stainless Steel to be: ASTM A 666, Type 304, with finishes as specified.
2. Other materials as specified.

- B. Installation: Refurbish car enclosure with new wall cladding, trim, accessories, and door cladding. Maximum gaps at rear corners and against car front are 1/16" to be filled with color matching caulk.
1. Cab Walls: Re-clad with stainless steel, non-directional vandal-resistant finish. Existing surface to be cleaned and prepared to accommodate new metal cladding. Existing surface to be cleaned and prepared to accommodate new metal cladding. Rear wall to contain one vertical centerline hairline seam. Each sidewall to be installed in one-piece with no seams. Also include 18 gauge brushed #4 finish stainless steel base with 3" tall vertical ventilation slots aligning with existing ventilation openings.
 2. Front Returns: Re-clad with stainless steel, non-directional vandal-resistant finish. Cladding is to encompass the car door frame and extend a minimum of 1" return parallel to the car door. Existing surface to be cleaned and prepared to accommodate new metal cladding.
 3. Door Header & frame: Re-clad or cap with stainless steel, non-directional vandal-resistant finish, header to include the cab wall above the door to the cab ceiling. Existing surface to be cleaned and prepared to accommodate new metal cladding.
 4. Floor Finish: Furnish and install new *Noramant 925*, rubber flooring. This proposal includes installation of new 1/8" sheet aluminum underlayment, and installation of flooring. Flooring is installed with a 2-part epoxy adhesive and bonded to the aluminum underlayment. Color to be selected by architect.
 6. Doors: Re-clad door panels with stainless steel, non-directional vandal-resistant finish.
 7. Replace existing suspended ceiling light diffusers with fire-rated *Lexan Thermoclear* polycarbonate lenses into existing frame. Re-use existing fluorescent light fixtures, but light tubes are to be fitted with plastic sleeves.
 8. Handrails: 1-1/2" tubular stainless steel support rails are to be supplied and installed at rear and side walls of each car, 42" long, mounted at 32" from the floor to the top of the support rail. Stainless steel to have #4 brushed steel finish.

2.6 PASSENGER ELEVATOR HOISTWAY ENTRANCES

- A. Hoistway Doors – Retain existing
- B. Hoistway Frames – Retain existing
- C. Door hangers – Retain existing
- D. Hanger Tracks – Retain existing
- E. Interlocks – Retain existing
- F. Fascia and Covers – New fascia, toe guards and covers shall be provided where non-compliant with code.

2.7 ELEVATOR WIRING

A. Hoistway Wiring

New wiring will be provided in the hoistway, adequately sized and constructed for the proper operation of the equipment. Multi-conductor type wiring for light and signal circuits shall be used in the elevator hoistway. All conductors will be copper and the minimum size of conductors, excluding those which form an integral part of control devices, shall be No. 14 for lighting circuits and No. 18 for operating, control and signal circuits. Except for lighting conductors in traveling cable, No. 18 conductors may be used in parallel to provide a current carrying capacity equivalent to not less than No. 14 size. Connections to the controller will be made in a manner that minimizes transmission of vibration or noise.

B. Traveling Cable

New traveling cables designed for elevator service shall be installed. The cables will be sufficiently flexible to readily adapt to all changes in the position of the elevator car and hang straight without twist. The open loop will show no tendency to twist upon itself. Traveling cables will have non-metallic fillers and will be suspended per NEC-70. The traveling cables will include shielded telecommunication cabling and will terminate in a terminal box located on the car. The terminal boxes will have approved terminal strips for connecting conductors and will be provided with approved strain devices required to connect the supporting strand and relieve the traveling cable conductors strain. The swing of the traveling cables will be checked when the elevator is running and any shields and pads necessary to prevent chafing will be installed. The traveling cables and the corresponding groups of conductors connecting these cables to the controller, signal, and car operating panels will each contain at least 10 percent spare conductors, but not less than two spare conductors of the same size and type. Terminal blocks will have indelible identification marking for each terminal connection. Flat travel cable may be used if tight clearances require.

C. Grounding

Equipment grounding shall be provided. Ground all conductors, supports, controller enclosure, and other non-current conducting metal enclosures for electrical equipment, in accordance with NEC. The ground wires shall be copper, and sized as required by NEC.

2.8 PASSENGER ELEVATOR, SPEED CAPACITY AND LOAD

A. Regulatory Requirements

Design and fabrication shall be in accordance with ASME A17.1. Each car shall have the capacity to lift a live load, exclusive of the car and cable at a speed as specified in the following schedule. The approximate travel, terminal floors, number of stops and openings, and the car sizes shall be as shown in the schedule. The elevators shall serve the floors with stops and openings in accordance with the requirements indicated. Counterweights shall be adjusted to balance the load to the appropriate percentage as required by new drive system, and altered cab weights.

B. Elevator Schedule

Quantity and Type Operation	2 - Passenger Traction Elevators Duplex
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Capacity	2500 lb
Speed	200 fpm
Travel	1 through 5
Landings	5
Openings	5 in line
Entrance Size	42" x 84"
Entrance Type	Center Open

Signals	Illuminated Car and Hall Callbuttons Car Position Indicator Car Travel Lantern 1st Floor Hall and Car Position Indicators
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Additional Features	Fireman Service, Phase I & II NEII Handicap Requirements Independent Service
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C. The contractor shall maintain Passenger Elevator equipment operating performance as follows. These performance criteria can be achieved by much of the equipment provided by the elevator industry. These criteria are guidelines and are to be improved where possible. When these performance guidelines cannot be met, the elevator contractor is to provide written explanation to the Project Manager.

1. Floor-to-Floor Times -- start to stop one floor run:
 - a. at 200 FPM Speed; 6.0 seconds max.

Variations of up to 1 second in either direction will be allowed to maintain passenger-riding comfort. Floor to floor times are based on typical floor heights of 12' 0". Maximum time the elevator requires to start moving, once the elevator interlock circuit has been established shall not exceed 0.2 second.

2. Door Operating Times	(may be adjusted for actual door weights)		
		(Maximum)	(Minimum)
a. Door Open:			
1. Center-Open			
42" wide	2.5 seconds		1.5 seconds
b. Door Close			
2. Center-Open			
42" wide	2.5 seconds		1.8 seconds

c. Long door and short door "hold open" times, shall be set initially at 6.0 and 3.0 seconds respectively.

d. Door opening times to be measured 2" from fully closed to 2" from fully open, and closing times to be measured 1" from fully open to 1" from fully closed.

3. The door closing force shall be set for a maximum of 25 foot-pounds.

C. Designated Landing

For the purposes of firefighter's service and emergency operations, as required by Section 2.27.3, ASME A17.1, the designated landing or level shall be the first floor. The alternate landing or level shall be the second floor, unless otherwise dictated by local fire authorities.

PART 3 - EXECUTION

3.1 EXAMINATION

Examine elevator areas, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Examine hoistways, hoistway openings, pits and machine rooms as constructed; verify critical dimensions; and examine supporting structure and other conditions under which elevator work is to be installed. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 WORKMANSHIP

- A. General: The installation of materials and equipment shall be performed in a neat, workmanlike and timely manner by an adequate number of craftsmen knowledgeable of the requirements of the Contract Documents. They shall be skilled in the methods and craftsmanship needed to produce a quality level of workmanship. Personnel who install materials and equipment shall be qualified by training and experience to perform their assigned tasks.
- B. Acceptable Workmanship: Acceptable workmanship is characterized by first-quality appearance and function, conforming to applicable adopted ASME A17.1 and/or A17.3 Codes (whichever is applicable), and exhibiting a high degree of quality and proficiency which is judged by the Project Manager as equivalent to or better than ordinarily produced by qualified industry tradesmen.
- C. Performance: Personnel shall not be used in the performance of the installation of material and equipment that, in the opinion of the Project Manager, are deemed to be careless or unqualified to perform the assigned tasks. Material and equipment installations not in compliance with the Contract Documents, or installed with substandard workmanship and not acceptable to the Project Manager, shall be removed and reinstalled by qualified craftsmen, at no change in the contract price.

3.3 PAINTING

- 1. All installed unpainted metal components installed will, upon completion of installation and prior to final inspection, be thoroughly cleaned of grease, oil and other debris and be given a coat of oil based paint. The governors and safeties and related components shall not be painted in such a way to interfere with their operation.
- 2. All new equipment shall be factory painted with manufacturer's standard finish and color. Any damage to this finish shall be touched up with matching paint or finish.
- 3. Machine room floor to be cleaned and then painted with floor and deck enamel.
- 4. Pit equipment shall be cleaned and painted with oil based paint.
- 5. All painting to be done prior to inspection.

3.4 TESTING

Testing shall be in accordance with requirements of ASME A17.1 and ASME A17.2 and as specified herein. Contractor shall conduct a complete test of the system. The Project Manager and/or Owner Rep. shall be present at all testing. Contractor is to give Project Manger and owner/owner's rep 7 day notice of any test.

A. Testing Period

Each elevator shall be tested with the specified rated-load in car continuously for a period of 35 percent of the duty time. During the test run the car shall be stopped at all floors in both directions of travel for a standing period of 10 seconds per floor. A manual test of the final limits (UP and DOWN over-travel) shall also be performed. Equipment shall be checked for excess heat build-up in machines, motors, and drives.

B. Speed Load Testing

The actual speed of elevator car in both direction of travel shall be determined with the rated-load and with no-load in the elevator car. Actual measured speed of car with the rated-load in the UP direction shall be within 2 percent of rated speed. The maximum difference in actual measured speeds obtained under the various conditions outlined shall not exceed 2 percent of the total difference between the UP and DOWN speeds.

C. Car Leveling Testing

Elevator cars leveling devices shall be tested for accuracy of landing at all floors with no-load in car, with symmetrical load in car and with the rated-load in car in both directions of travel.

3.5 SUMMARY

A. The work consists of modernizing two traction passenger elevators. This includes all work as may be required to comply fully with ANSI A17.1 and all other applicable codes for a fully functional elevator system. The following list is for convenience and all renovations may not be listed.

1. Remove and replace the following:

- a. AC drive motors
- b. Controllers (replace with new controller supplied by building owner)
- c. Selectors & leveling systems (replace with new leveling system supplied by building owner)
- d. Governor, governor rope, and tail sheave
- e. Cab finishes (renovation of cabs)
- f. Cartop Inspection stations
- g. All hoistway wiring including travel cables
- h. Terminal Limit switches
- i. Mechanical safety edges to be replaced with electronic door protection devices
- j. Fixtures (pushbutton stations, PI's, etc)

END OF SECTION 14210

SECTION 16250 - ELECTRICAL WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Miscellaneous electrical work which is required as a result of the elevator modernization.
- B. This work to be performed by licensed electricians and coordinated with the other trades.

1.2 SPECIFICALLY

- A. Electrical circuits from the main disconnect switch to the motor starter shall be removed and re-installed when the new controller is installed. Feeder wiring shall be replaced if too short or greater ampacity is required.
- B. Feeders from the car light disconnect to the elevator controller cabinet terminals shall be removed and re-installed when the new controller is in place. Feeder wiring shall be replaced if too short.
- C. A proper ground meeting NFPA-70, Article 250 shall be provided from the disconnect to the elevator controller can in the vicinity of the motor starter.
- D. Conduit and telephone wires shall be provided to the new controllers.

PART 2- PRODUCTS

2.1 EQUIPMENT

- A. All equipment, conduit, and wiring shall meet the requirements of NFPA-70, National Electrical Code.

PART 3 - INSTALLATION

3.1 COORDINATION

- A. It is the Electrical Contractor's responsibility to coordinate components being furnished under this contract with the existing systems, and to coordinate work performed by any electrical subcontractor with the Contractor's work. Failure of the Contractor to thoroughly investigate existing conditions shall not warrant additional expense to the Owner.

END OF SECTION

SECTION 16723 - FIRE ALARM SYSTEM EXTENSION

PART 1 - GENERAL

1.0 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
- B. Division 16 - Basic Electrical Materials and Methods sections apply to work specified in this section.
- C. Applicable Publications:
 - 1. Latest National Fire Protection Association (NFPA):
 - 72 Local Protective Signaling Systems
 - 72E Automatic Fire Detectors
 - 2. Underwriters Laboratories (UL):
 - 864 Control units for Fire Protective Signaling Systems

1.1 DESCRIPTION

- A. Automatic Fire Alarm Initiating Devices
 - 1. Elevator lobbies that are not enclosed are required to have other automatic fire detection devices (I.E. heat or flame detectors). These devices must be system type, and shall be wired to the elevator controller to initiate Phase I Firefighters Operation recall with a dry set of contacts for each function described below; either normally open or normally closed as directed by elevator contractor.

1.2 DESCRIPTION OF WORK

- A. The work covered by this section of the specifications includes the furnishing of all labor, equipment, materials, and performance of all operations in connection with providing the additional detection devices as shown on the drawings and as specified herein.
- B. The requirements of the conditions of the Contract, Supplementary Conditions and General Requirements, apply to the work specified in this section.
- C. The complete installation is to conform to the applicable sections of NFPA, Florida Building Code, local code requirements and the National Electrical Code.
- D. The work covered by this section of the specifications is to be coordinated with the related work as specified elsewhere under the project specifications.
- E. Each and every item of the Fire Alarm System shall be listed as a product of a single fire alarm system manufacturer under the appropriate category by Underwriters' Laboratories, Inc. (UL), and shall bear the "U.L." label. All control equipment is to be listed under UL category UOJZ as a single control unit. Partial listing shall NOT be acceptable.
- F. The equipment and installation supervision/certification shall be provided by the manufacturer's representative who has been engaged in the production of this

type (software driven) of equipment for at least ten (10) years, and has a fully-equipped service organization within fifty (50) miles of the installation.

- G. Provide transient protection devices that comply with UL864 requirements for all control devices.
- H. The system shall be UL listed for Power Limited Applications per NEC 760. All circuits must be marked in accordance with NEC article 760.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data, including specifications and installation instructions, for each type of fire alarm system equipment. Include standard or typical riser and wiring diagrams, and operation and maintenance instructions for inclusion in maintenance manuals. Equipment submissions must include a minimum of the following:
 - 1. Complete descriptive data including UL listing for all system components.
 - 2. Complete sequence of operation of the system.
 - 3. Comprehensive description of the system's functional capabilities.
 - 4. Complete system wiring diagrams for components capable of being connected to the system and interfaces to associated equipment.
- B. Shop Drawings: Provide shop drawings showing equipment/device locations and connecting wiring of entire fire alarm system. Include wiring and riser diagrams.
- C. Maintenance Data: Submit maintenance data and parts lists for each type of fire alarm equipment installed, including furnished specialties and accessories. Include this data, product data, and shop drawings in maintenance manual; in accordance with requirements of Division 1. Include shop drawings and product data in maintenance data.

1.4 SYSTEM OPERATION

- A. Fire Alarm system supervisory faults, such as shorts, opens, and grounds in conductors, operating power failure, or faults within supervised devices, shall cause an audible and visual trouble indication at the control panel. It shall be possible to silence the audible trouble signal once the trouble is correct. If the control panel is not mounted in a common or occupied area, a remote audible and visual trouble indication shall be located in a common or occupied area.
- B. Manual: Upon activation of the fire alarm system by any detector in the elevator machine room or hoistway, the following shall take place:
 - 1. Initiate Phase I Recall of the elevators to the lowest landing – Primary recall floor.
 - 2. Flash the visual “Fireman’s Hat” indicators in both elevator cars.
- C. Upon activation of the fire alarm system by an automatic fire initiating device (smoke detector, heat detector, or flame detector) in the elevator lobbies directly in front of the elevator entrance at the lowest level, the following shall take place:
 - 1. Initiate Phase I Recall of the elevator(s) to the second landing – Alternate recall floor.

- D. Upon activation of the fire alarm system by an automatic fire initiating device in the elevator lobbies directly in front of the elevator entrances at the second or higher levels, the following shall take place;
 - 1. Initiate Phase I Recall of the elevators to the lowest landing – Primary recall floor.

1.5 WIRING

- A. All fire alarm system wiring within the elevator spaces shall be installed in conduit. All work and components required for the existing system to accept the additional components shall be included or not specifically specified or shown for a complete and operable system. Fire alarm system wiring shall be in accordance with NFPA 70-2002, Article 760.
- B. Device and wiring shall be compatible with and UL listed for use on the existing system.

PART 2- PRODUCTS

2.1 AUTOMATIC FIRE ALARM INITIATING DEVICES

- A. General: The detectors shall meet the requirements of, and be located in accordance with, NFPA-72, National Fire Alarm Code.

2.2 WIRING

- A. All conductors installed shall be of quantity and color code required to match the existing fire alarm system.

PART 3 - INSTALLATION

3.1 COORDINATION

- A. It will be the contractor's responsibility to coordinate components being furnished under this contract with the existing system. **A field visit to the job site is mandatory.** Failure of the contractor to thoroughly investigate existing conditions shall not warrant additional expense to the Owner.

3.2 CERTIFICATION

- A. Provide fire alarm certification by the fire alarm system contractor in accordance with NFPA 72 and label in compliance with Chapter 4A-48 F.A.C.

3.3 ELEVATOR RECALL AND DETECTION SYSTEM

- A. Installation: Contractor shall provide all conduit wiring and associated devices and detectors for Phase I recall. Three circuits with dry contacts per the elevator Contractor's requirements will be provided to provide compliance with 1.4 above.

3.4 INSTALLATION OF FIRE ALARM SYSTEMS

- A. Install fire alarm system devices as indicated, in accordance with equipment manufacturer's written instructions and complying with applicable portions of

NEC and NECA's "Standard of Installation."

- B. Wiring: Wiring of fire alarm system is work of this section, but is not specifically detailed on drawings.
- C. Complete wiring in accordance with manufacturer's requirements. Color code wiring and install per manufacturer's point-to-point wiring diagram. Determine exact number of wires for each fire area zone from number and types of devices installed. Connect each device with sufficient wiring to complete its intended operation.

3.5 FIELD QUALITY CONTROL

- A. Connection and Supervision: Make connections to panel under manufacturer's supervision. Run wiring to main terminal cabinet located adjacent to main fire alarm panel. Complete connections from this cabinet to panel utilizing Manufacturer's technicians.
- B. Where work consists of additions or extensions to existing system, prior to starting work, established that system is in proper working order. If condition exists which prevents normal operation of specified additions and extension, bring this fact to Architect/Engineer's attention prior to doing work affecting existing system. Where work is done without such notification, it is assumed that connections have been made to a working system, and performance requirements and guarantee will apply to entire system.
- C. System Test and Approval: Submit shop drawings for function and operation only, pre-approved by authority having local jurisdiction. Test and document the following:
 - 1. Actuate each heat detector with a heater as recommended in the manufacturer's printed instructions, and actuate alarm circuit end of the line device to ensure proper functioning of fire and trouble alarm and circuit monitoring features for each fire zone.
- D. Prior to final acceptance of system, manufacturer of system shall, in presence of Contractor, Owner's Representative and Architect's/Engineer's representative, test each sensing or detection and alarm device.
- E. Submit copy of test results in duplicate after signed by Owner's Representative to Architect/Engineer, Owner, Owner's Insurance Company and local Fire Protection Authority. Mount copy of inspection record in Lexan enclosed frame assembly on control panel.

3.6 WARRANTY

- A. Provide a two year parts and labor on site warranty. The contractor shall guarantee, in writing from the Fire Alarm System equipment manufacturer, a seven year parts available warranty. The warranty shall automatically include a minimum of three software changes to allow for the adjustment and addition of equipment.

END OF SECTION