

The Enclosed Document Is Provided For Your Convenience.

Contact for ALL Questions:

[MailTo:ContractAdministration@TampaGov.net](mailto:ContractAdministration@TampaGov.net)

Visit the City of Tampa Construction Project Bidding Page At:

http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp

To be listed as a Plan Holder on that page, email the above address.

City of Tampa
Contract Administration Department
306 E. Jackson St. #280A4N
Tampa, FL 33602
(813)274-8456, fax 274-8080

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 12-C-00019

**HOWARD F. CURREN AWTP DEWATERING
FACILITY 8" SLUDGE PIPE REPLACEMENT - SLBE**

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

JANUARY 2012

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

BID NOTICE MEMO

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

CONTRACT NO.: 12-C-00019; Howard F. Curren AWTP Dewatering Facility 8" Sludge Pipe Replacement – SLBE
Contract 12-C-00019 is being bid as a Small Local Business Enterprise Sheltered Market project. Only City certified SLBE firms are eligible to bid.

BID DATE: February 28, 2012 **ESTIMATE:** \$120,000 **SCOPE:** The project comprises furnishing all labor, materials and equipment to remove approximately 500 LF of 8" steel pipe and replace with 8" Schedule 80 PVC pipe including new pipe supports, relocation of existing grinders, valve installation, miscellaneous painting. **SITE VISIT and PRE-BID CONFERENCE: MANDATORY** Tuesday, February 14, 2012, 10:00 a.m., at the Howard F. Curren AWTP located at 2700 Maritime Boulevard in the Administration Building Conference Room. Please email the names and companies represented for all attendees a minimum of 24 hours in advance to richard.birchmire@ci.tampa.fl.us to obtain security clearance.

Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. Pre-Bid Conference is held at the same location unless otherwise indicated. Plans and Specifications for this work may be examined at, and downloaded from, the Contract Administration Department website listed below. 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.**

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA

Contract 12-C-00019; Howard F. Curren AWTP Dewatering Facility 8" Sludge Pipe Replacement - SLBE

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., February 28, 2012, in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, furnishing all labor, materials and equipment to remove approximately 500 LF of 8" steel pipe and replace with 8" Sch. 80 PVC pipe including new pipe supports, relocation of existing grinders, valve installation, miscellaneous painting 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 downloaded from the website at:
http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp.
One set may be available for reference at the office of the Contract Administration Department, Municipal Office Building, Fourth Floor North, City Hall Plaza, Tampa, Florida 33602.

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.

Bid Protest Procedures: Unless subsequently indicated otherwise, in a revised posting on the Department's web page for Construction Project Bidding, the City of Tampa intends to award the referenced project to the lowest bidder listed in the tabulation posted on or about the date of Bid Opening. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., three (3) business days from the first posting thereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Communication with City Staff

Pursuant to City of Tampa Ordinance 2010-92, during the solicitation period, including any protest and/or appeal, NO CONTACT initiated by bidders or responders with City officers or employees, other than the individuals specified below is permitted:

Director of Contract Administration, David Vaughn
Contracts Management Supervisor, Jim Greiner
Contract Officer, Jody Gray

The City's Legal Department staff

The City's Contract Administration Department staff.

Technical Questions and Requests For Information should be directed to the Department via
ContractAdministration@tampagov.net

"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 Howard F. Curren AWTP Dewatering Facility 8" Sludge Pipe Replacement - SLBE 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 FORM PREPARATION AND PRESENTATION OF PROPOSALS: Replace the second sentence with the following: Submission of the entire specification book is not required.

I-1.03 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 emailed to ContractAdministration@tampagov.net. 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-1.04 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-1.05 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 120 consecutive calendar days. The period for performance shall start from the date indicated in the Notice To Proceed.

The construction schedule may be adjusted from time to time to accommodate Republican National Convention activities.

I-1.06 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-1.07 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.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.08 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-1.09 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-1.10 EQUAL BUSINESS OPPORTUNITY PROGRAM / SLBE / REQUIREMENTS

In accordance with the City of Tampa's Equal Business Opportunity Ordinance, no goal has been established for subcontracting with Small Local Business Enterprises, (SLBEs), certified by the City.

Only City Certified Small Local Business Enterprises (SLBEs) may submit bids on this project

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-1.11 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-1.12 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-1.13 AGREEMENT

Section 2 – Powers of the City's Representatives

Add the following:

Article 2.05 CITY'S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

I-1.14 Section 5 – subcontracts and Assignments, Article 5.01, Page A-7, Last Paragraph:

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

Section 10-Payments, Article .05 Partial Payments, 1st Paragraph, 1st Sentence:

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

I-1.15 Contractors must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the contract to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract.

I-1.16 GENERAL PROVISIONS; G-2.02 Copies Furnished to Contractor: Replace the first paragraph with the following:

The Contractor shall acquire for its use copies of the plans and specifications as needed. The documents may be downloaded from the City's web site, at

http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp

I-1.17 PAYMENT DISPUTE RESOLUTION

Any dispute pertaining to pay requests must be presented to the City pursuant to Executive Order 2003-1.

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 *****

CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for projects valued at \$2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall 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, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at \$100,000 and under

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over \$100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at \$100,00 and under

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over \$100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured (**IF APPLICABLE**).

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction of buildings. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE)**.

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE)**.

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE)**.

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awardee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE)**.

(a) \$1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

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. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice 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 Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICIES - 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 insurance policy.

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 VII (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.

Document updated on 12/22/2009 by RLD (Risk Management)

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)

PROPOSAL

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

Name of Bidder _____

Business Phone Number and Email Address _____

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 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 to remove approximately 500 LF of 8" steel pipe and replace with 8" Schedule 80 PVC pipe including new pipe supports, relocation of existing grinders, valve installation, miscellaneous painting, any contingency as stated in SP-134, and all associated work required for a complete project in accordance with the Contract Documents.</p>	
		<p>_____ dollars and _____ cents</p>	
		(BASE BID) LS	\$ _____

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.

Accompanying this Proposal is a certified check, cashier's check or Bid Bond (form included herein must be used) on the form 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 _____, 2012

(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 _____, 2012 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 _____, 2012 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 _____, 2012 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:

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
(DMI-Solicited)**

This form must be submitted with all bids or proposals.

All subcontractors (regardless of ownership or size) 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. - Number assigned by the City of Tampa for the bid or proposal

Contract Name - Name of the contract assigned by the City of Tampa for the bid or proposal.

Contractor Name - Name of your business.

Address - Physical address of your business.

Federal ID - Number assigned to your business for tax reporting purposes.

Phone - Telephone number to contact business.

Fax - Fax number for business.

Email – Business email address for electronic correspondence.

No Subcontracting Opportunities existed for this Contract. - Checking this box indicates that a pre-determined Subcontract Goal was not set by the City and that your business will not use subcontractors but will self-perform all work. If during the administration of the contract you use subcontractors, the “DMI-Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.

No Firms were contracted because - Provide brief explanation why no subcontractors were used.

See attached documents - Check this box if you have provided any additional documents relating to the form.

Note: If you use an electronic version of the form, BE SURE TO INCLUDE EVERY DATA FIELD.

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.

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.

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

Trade, Services, or Materials - Indicate the trade, service, or material provided by the subcontractor. Under the trade, list NIGP codes (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.

To be considered complete, the form must be completed, and then signed by a company authorized representative certifying that the information is true and accurate. This document must be completed in order to comply with the City of Tampa's Equal Business Opportunity Program.

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 (DMI-Utilized)

This form must be submitted with all bids or proposals if subcontracting will be performed. All subcontractors, regardless of classification, projected to be utilized 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** - Number assigned by the City of Tampa for the bid or proposal
- Contract Name** - Name of the contract assigned by the City of Tampa for the bid or proposal.
- Contractor Name** - Name of your business.
- Address** - Physical address of your business.
- Federal ID** - Number assigned to your business for tax reporting purposes.
- Phone** - Telephone number to contact business.
- Fax** - Fax number for business.
- Email** – Business email address for electronic correspondence.
- See attached documents** - Check this box if you have provided any additional documentation.

Note: If you use an electronic version of the form, BE SURE TO INCLUDE EVERY DATA FIELD.

The following instructions are for information regarding any and all subcontractors to be utilized:

- Federal ID** - 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** - Company information for verification of payments.
- Type of Ownership** - 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. Below the trade, list NIGP codes (available at <http://www.tampagov.net/mbd>).
- Amount of Quote, Letters of Intent** – Dollar amount to be subcontracted (Required for SLBE's.)
- Percent of Contract** - Indicate the percent of the total contract price the subcontract(s) represent.
- Total Subcontract/Supplier Utilization** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract.
- Total SLBE Utilization** - Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract.
- Percent SLBE Utilization** - Total amount allocated to SLBEs divided by the total bid amount.

To be considered complete, the form must be completed, and then signed by a company authorized representative certifying that the information is true and accurate. This document must be completed in order to comply with the City of Tampa's Equal Business Opportunity Program.

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 12-C-00019; Howard F. Curren AWTP Dewatering Facility 8" Sludge Pipe Replacement - SLBE

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 12-C-00019, Howard F. Curren AWTP Dewatering Facility 8" Sludge Pipe Replacement - SLBE.

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 _____, 2012.

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 12-C-00019 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 _____, 2012, 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 12-C-00019; Howard F. Curren AWTP Dewatering Facility 8" Sludge Pipe Replacement - SLBE, shall include, but not be limited to, furnishing all labor, materials and equipment to remove approximately 500 LF of 8" steel pipe and replace with 8" Sch. 80 PVC pipe including new pipe supports, relocation of existing grinders, valve installation, miscellaneous painting 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 or 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 _____
Bob Buckhorn, Mayor

(Name of Local Agency)

Date: _____ 20__

(Address of Resident Agent)

By _____

Approved as to legal sufficiency:

Title _____

By _____
Assistant City Attorney

Telephone Number of Local Agency

Date: _____, 20__

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

SPECIFICATIONS GENERAL PROVISIONS

SECTION 1 SCOPE AND INTENT

G-1.01 DESCRIPTION

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

G-1.02 WORK INCLUDED

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

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

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

G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 PLANS AND SPECIFICATIONS

G-2.01 PLANS

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

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

G-2.02 COPIES FURNISHED TO CONTRACTOR

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

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

G-2.03 SUPPLEMENTARY DRAWINGS

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

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

G-2.04 CONTRACTOR TO CHECK PLANS AND DATA

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

G-2.05 SPECIFICATIONS

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

G-2.06 INTENT

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

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

SECTION 3 WORKING DRAWINGS

G-3.01 SCOPE

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

These drawings shall accurately and distinctly present the following:

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

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

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

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

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

G-3.02 APPROVAL

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

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

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

1. The Contractor shall submit four complete sets of drawings

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

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

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

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

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

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

SECTION 4 MATERIALS AND EQUIPMENT

G-4.01 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

G-4.02 MANUFACTURER

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

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

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

G-4.03 REFERENCE TO STANDARDS

Whenever reference is made to the furnishing of materials or

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

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

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

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

G-4.04 SAMPLES

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

G-4.05 EQUIVALENT QUALITY

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

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

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

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

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

G-4.06 DELIVERY

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

G-4.07 CARE AND PROTECTION

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

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

G-4.08 TOOLS AND ACCESSORIES

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

Spare parts shall be furnished as specified.

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

G-4.09 INSTALLATION OF EQUIPMENT

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

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

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

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

G-4.10 OPERATING INSTRUCTIONS

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

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

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

G-4.11 SERVICE OF MANUFACTURER'S ENGINEER

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

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

SECTION 5 INSPECTION AND TESTING

G-5.01 GENERAL

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

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

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

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

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

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

G-5.02 COSTS

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

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

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

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

G-5.03 INSPECTIONS OF MATERIALS

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

G-5.04 CERTIFICATE OF MANUFACTURE

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

G-5.05 SHOP TESTS OF OPERATING EQUIPMENT

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

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

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

G-5.06 PRELIMINARY FIELD TESTS

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

TEMPORARY STRUCTURES

G-5.07 FINAL FIELD TESTS

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

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

G-5.08 FAILURE OF TESTS

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

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

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

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

G-5.09 FINAL INSPECTION

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

SECTION 6

G-6.01 GENERAL

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

G-6.02 PUBLIC ACCESS

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

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

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

G-6.03 CONTRACTOR'S FIELD OFFICE

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

G-6.04 TEMPORARY FENCE

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

G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

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

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

SECTION 7 TEMPORARY SERVICES

G-7.01 WATER

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

G-7.02 LIGHT AND POWER

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

G-7.03 SANITARY REGULATIONS

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

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

G-7.04 ACCIDENT PREVENTION

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

G-7.05 FIRST AID

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

G-7.06 HEATING

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

SECTION 8

LINES AND GRADES

G-8.01 GENERAL

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

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

G-8.02 SURVEYS

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

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

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

G-8.03 SAFEGUARDING MARKS

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

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

G-8.04 DATUM PLANE

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

Corps of Engineers.

SECTION 9 ADJACENT STRUCTURES AND LANDSCAPING

G-9.01 RESPONSIBILITY

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

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

G-9.02 PROTECTION OF TREES

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

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

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

G-9.03 LAWN AREAS

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

manner described in the Technical Specifications section.

G-9.04 RESTORATION OF FENCES

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

SECTION 10 PROTECTION OF WORK AND PUBLIC

G-10.01 TRAFFIC REGULATIONS

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

G-10.02 BARRIERS AND LIGHTS

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

No open fires will be permitted.

G-10.03 SMOKE PREVENTIONS

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

G-10.04 NOISE

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

Except in the event of an emergency, no work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on Sundays. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the Engineer shall be obtained before starting such items of the work.

**SECTION 13
CLEANING**

G-10.05 ACCESS TO PUBLIC SERVICES

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

G-10.06 DUST PREVENTION

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

G-10.07 PRIVATE PROPERTY

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

**SECTION 11
SLEEVES AND INSERTS**

G-11.01 COORDINATION

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

G-11.02 OPENINGS TO BE PROVIDED

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

**SECTION 12
CUTTING AND PATCHING**

G-12.01 GENERAL

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

G-13.01 DURING CONSTRUCTION

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

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

G-13.02 FINAL CLEANING

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

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

**SECTION 14
MISCELLANEOUS**

G-14.01 PROTECTION AGAINST SILTATION AND BANK EROSION

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

G-14.02 EXISTING FACILITIES

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

G-14.03 USE OF CHEMICALS

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

SPECIFIC PROVISIONS

SP-1.G Scope

The work included under these Contract Documents is described in the Proposal.

The Contractor shall furnish all labor, materials and equipment for the accomplishment of all work as described in the Specifications, as shown on the Plans and as directed by the Engineer in accordance with the obvious or expressed intent of the Contract.

SP-2.TP Permits

The Contractor shall have in his possession the proper license to perform the work before submittal of his bid and shall obtain any required City/County building permits and shall obtain and pay for all other licenses and authorizations required for the prosecution of the work, including the cost of all work performed in compliance with the terms and conditions of such permits, licenses and authorizations, whether by himself or others.

City permit fees will be paid by the City.

The Contractor shall require all subcontractors to be currently licensed by the City to perform the proposed work in their respective fields and to obtain permits for the execution of said work. All work shall be performed in accordance with the licenses, permits and the requirements of the current Building and Construction Regulations Chapter of the City of Tampa Code.

The Contractor is responsible to schedule and coordinate with the City Inspectional Services Division of the Department of Housing and Development Coordination all required inspections and tests for all phases of work to obtain final approval thereof.

The Contractor is encouraged to contact the City's Permitting Department and Building Inspections Bureau prior to commencement of work to ascertain their respective requirements.

SP-5 Working Drawings

Prior to performing any work requiring working drawings, as specified on the Plans and in the Workmanship and Materials Sections, the Contractor shall submit the working drawings in accordance with the General Provisions section headed "Working Drawings."

SP-6 Environmental Protection

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

SP-9 Coordination and Cooperation

In performing work under this Contract, the Contractor shall coordinate his work with that of any adjacent contractors for the City, and others, and cooperate with them in every reasonable way, to the end that there shall be the minimum practicable interference with their operations.

SP-12 Releasing Facilities for Use

It is the intent of these Specifications that all newly constructed sewers and appurtenant facilities be placed in service as rapidly as an integrated portion of the facilities can be constructed, inspected and accepted by the Engineer. Acceptance or use by the City of any portion of the facilities prior to final acceptance shall not relieve the Contractor of any responsibilities, regarding such facilities, included in the Contract.

SP-13 Material and Equipment Approval

The Contractor shall not enter into any subcontracts, or place any order, for the furnishing of any material or equipment until he has received the Engineer's written approval of the manufacturers.

SP-14 Contractor Emergency Response Time

The Contractor must be available to service emergency calls seven (7) days a week, twenty-four (24) hours a day. The response time for emergency calls shall be within two (2) hours. A contact person and telephone number shall be provided to the Engineer for such purposes.

SP-15 Contractor's Field Office

Delete Article G-6.03 Contractor's Field Office on Page G-14 from GENERAL PROVISIONS. The Contractor or an authorized agent shall be present at all times while his work is in progress. Readily accessible copies of both the contract documents and the latest approved working drawings shall be kept at the job site.

SP-16.TP Salvage

All salvageable materials, as determined by the Engineer, shall be removed by the Contractor and shall remain the property of the City unless otherwise noted. **All carbon steel shall become property of the Contractor and shall be removed from the site and be properly disposed of.**

All such salvaged items shall be removed by the Contractor, delivered, and unloaded at a location within the treatment plant's site, as directed by the Engineer. The Contractor shall include all necessary labor and equipment to unload the materials at a location designated by the City. The cost of removing, disposing, delivering, and unloading as salvage items of pipe and appurtenances shall be included in the various Contract Unit Prices or the Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-17 Sequence of Operations

The Contractor shall develop with the Engineer a complete schedule of operations which, in the opinion of the Engineer, will permit use of the facility at the earliest possible date.

Taking over of parts of the work for operation before completion of the entire project shall not relieve the Contractor of any responsibility for proper integrated operations of all parts of the work, nor shall it act to relieve him of any responsibilities under Article A-6.04 of the Agreement, for guaranty of all parts of the work, for one year after the date of acceptance of all the work on the project.

SP-23 Project Cleanup

Cleanup is extremely important and the Contractor will be responsible for keeping the construction site neat and clean with debris to be removed regularly as the work progresses.

SP-36 Fences

Temporary fences, where required, shall be "wood and wire fence" or other suitable fencing as approved by the Engineer.

Permanent fences shall be restored by the Contractor and shall be finished and installed so that the restoration is equal to the original. Only those portions of original fencing, or materials therefrom, that the Engineer approved for reuse shall be used by the Contractor in fence restoration. All other materials, including lumber, paint, creosote, concrete and metal products, shall be furnished by the Contractor.

The cost of temporary fences and permanent fence restoration shall be included under the various classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-51 City Testing

The cost of retesting materials and/or workmanship, which has been initially tested by the City and found to be unacceptable, is to be borne by the Contractor.

SP-68 Water, Light and Power

Delete Article G-7.01 Water and G-7.02 Light and Power on Page G-14 from GENERAL CONDITIONS. The City currently provides water and electrical power facilities to the sites. The Contractor may use the electrical and water sources as presently configured. If necessary to modify, extend, or relocate either the electrical or water facilities to facilitate construction, all costs shall be the responsibility of the Contractor.

SP-73 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 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.

SP-82 Access

GENERAL

Access to the site of the work shall be from Guy Verger Boulevard. The Contractor shall construct, as required for his purposes or as necessary, such temporary access roads between the public roads and the site as may be required for movement of heavy construction equipment and material delivery vehicles at locations approved by the Engineer.

Access facilities shall be adequate for equipment movement and shall provide for surface drainage. Areas used for temporary access, haul roads and access from public or plant roads shall be graded and restored to proposed site grade conditions, all to the satisfaction of the Engineer.

Access to existing plant roads by the Contractor will be restricted to those roads so designated. The Contractor will not be permitted to use any existing plant roads not designated for such use. All existing plant roads which are designated for use by the Contractor shall be maintained in serviceable condition by the Contractor during construction. Any damage to such roads caused by construction operations shall be promptly repaired to keep the road in serviceable condition. Any accumulations of soil, gravel or any other debris deposited on such plant roads as a result of construction operations shall be promptly removed by the Contractor to his own place of disposal.

Additionally, all existing plant roads which are designated for use by the Contractor shall be open at all times for unrestricted use by plant operations, maintenance and inspection service.

In NO case will the Contractor be permitted to use the monitored plant entrances for the passage of heavy construction equipment, concrete trucks or any other large vehicles.

PARKING

All employees of the Contractor shall park personal vehicles within the Contractor's storage and field office site. Contractor employees will not be permitted to drive personal vehicle onto the construction site. The Contractor shall provide transportation for all employees between the Contractor's storage and field office site and the work areas on the construction site.

IDENTIFICATION

The Contractor shall provide a Photo I.D. card for each employee. Each photo I.D. card shall be encapsulated in plastic and be provided with a clip for fastening to each employee's apparel. Each photo I.D. card shall be approximately 2 inches by 3 inches in size and shall include the following:

1. Employee photograph mounted on the left half of the card.
2. Name of employee and name of Contractor located on the right half of the card.

Each employee shall display the photo I.D. card on outer apparel at all times when on the plant site.

Any person found on the site without the required photo I.D. card will be directed to leave the site immediately.

The cost of construction, modification, maintenance, removal and restoration of all access facilities, and existing plant roads including excavation, backfilling, select fill material, paving material, grading, drainage and other such work, and all costs associated with limited access to the site, employee parking and transportation and photo I.D. cards, except as specified otherwise shall be included in the lump sum Contract Item for Structures and Equipment and no separate payment will be made therefor.

SP-84 Piping and Equipment Identification

All piping and equipment shall be identified as follows:

1. All painted piping and equipment shall be color coded. Such coding on pipelines shall include painted or plastic tape banding at 10-foot intervals. The Engineer will select the colors. Underground pipelines with plastic tape wrapping shall be wrapped with colored tape and include additional colored bands as directed. Polyethylene or

hot bituminous wrapped underground pipelines shall have plastic tape bands. Polyethylene wrapping for ductile iron sewage or force main piping shall be green. Tape bands shall be placed at 10-foot intervals and all colors shall be selected by the Engineer.

2. All equipment and slide gates shall have an identification nameplate. The nameplates shall be of Type 304 stainless steel, No. 6 finish, not less than No. 16 gauge with indented stamped lettering. Nameplates shall be attached to equipment bases in accessible locations. Nameplates shall be fastened, in a permanent manner arranged not to damage equipment, with not less than four stainless steel fasteners. All nameplates shall be of the same size (approximately 3- by 8-inch) and shall conform to the following standard sample:

Sewage Pump	(Name of item)
SC-P-1	(General type of designation, final list furnished by Engineer)
	(12 digit number) (Furnished by Engineer)

Lettering shall be block style in size and spacing to suit the nameplate. A sample nameplate including fastenings shall be submitted to the Engineer for approval prior to manufacture of any of the nameplates. Stainless steel identification nameplates shall not be painted.

3. Piping shall be identified with a designation and directional flow arrow. The designation will be furnished by the Engineer. The designation will comprise a maximum of 20 letters. The designations and flow arrows shall be painted on after completion of color coding using suitable stencils and colors. Designations and flow arrows shall be arranged to be clearly in view from the normal operating or access space all as directed and approved by the Engineer. Designations and flow arrows shall be located along straight runs at intervals of not more than 50 feet, near valves, branches and junction points, and where pipes pass through walls or ceilings. Underground piping wrapped with polyethylene shall be provided with colored material selected by the Engineer.

The cost of piping and equipment identification shall be included in the various Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-87.TP Use of Site for Storage and Field Office

Space, on the site, for storage and field office for the Contractor shall be as directed by the Engineer. Any structures or facilities needed for storage or field office shall be constructed by the Contractor at his own expense and no separate payment will be made therefor. All security requirements for such facilities shall be provided and maintained by the Contractor.

Upon completion of the work, and as directed, the Contractor shall clean up the areas, remove any temporary facilities and finish grade as necessary, all as approved.

SP-129.TP As-Built Plans

During manufacture and construction, installation and testing, records shall be kept of any changes or adjustments made in the work. All such changes shall be incorporated in the "As-Built" plans, shown in red.

The Contractor shall provide the City of Tampa with two (2) sets of "As-Built" plans. Plan sheets shall have all deviations from original design annotated in red pencil to clearly show as-built conditions. Relocation of existing facilities and utilities must be clearly noted.

All as-built plans shall be submitted within seven (7) calendar days of the final inspection. The final payment will not be issued until the as-built plans have been submitted to, and accepted by the City.

SP-130 SAFETY:

A. Responsibility: Employees shall immediately report any unsafe work practice or unsafe condition to their supervisor(s). The Contractor is solely responsible for the safety of its workers, and shall comply with all applicable requirements [i.e.: 29 CFR 1910 -Occupational Safety and Health Standards, 29 CFR 1926 - Safety and Health Regulations for Construction, etc] and industry safety standards while at the work site. The fact that City personnel may bring un-safe conditions to the attention of any member of the Contractor's work force does not relieve the Contractor of this responsibility.

All Contractors' employees and sub-contractors should be given a copy of SP-130.

The Contractor shall have a designated Safety Officer within its organization. At the Pre-Construction meeting, the Contractor shall provide the name and contact information of the Safety Officer to the Engineer.

At the Pre-Construction meeting, the Contractor will be given pertinent safety related information, necessary forms and instructions (i.e.: AWTP Lockout/Tagout Procedures, AWTP Hot Work Permits, etc) that pertain to any work that might be utilized during the contract. The Contractor shall be responsible to disseminate that information to its employees and sub-contractors. Special care shall be taken by the Contractor to ensure that any new employee or sub-contractor to the work site shall be briefed on these safety instructions.

If warranted by the project and directed by the Engineer, the Contractor shall develop and implement a comprehensive health and safety plan for its employees that will cover all aspects of onsite construction operations and activities associated with the Contract. This plan must comply with all applicable health and safety regulations and any project specific requirements specified in the Contract.

B. Incident Reporting: All accidents that result in personal injury, illness or property damage shall be immediately reported and investigated, regardless of the extent of injury, illness or property damage. Employees must report accidents within one hour (or as soon as practical) from the time of occurrence to their immediate supervisor, who in turn will report it to the City's inspector. The City inspector will record the incident in the daily report and report it to the Risk Management Division (274-5708).

C. Air-Borne Debris: All personnel in proximity to drilling, sawing, sanding, scraping, spraying, power-washing or other work being done, either in enclosed spaces or in the open, that creates dust or air-borne debris shall wear eye protection [29 CFR 1910.133] and a respirator [29 CFR 1910.134].

D. Hot Work: All welding, soldering, brazing, acetylene cutting or any other work at the AWTP or any pump station that produces high temperatures shall require a AWTP "Hot Work Permit" and may require one or more fire watches. The number and location of fire watches (if any) shall be a condition of the Hot Work Permit. A current, portable, fully charged fire extinguisher shall be located with each person performing hot work and each fire watch. The Hot Work Permit shall be signed off by the appropriate personnel and maintained in the project file.

E. Confined Spaces: OSHA defines a confined space as having limited or restricted means for entry or exit, and is not designed for continuous employee occupancy. Confined spaces include, but are not limited, to vaults, tanks, manholes, wet-wells, pipelines, utility tunnels, etc.

The Contractor shall take measures [29 CFR 1910.146 (c)(5)] to ensure that atmospheric conditions in confined spaces are not hazardous to occupants. This can be accomplished by forcing a sufficient amount of clean air through the confined space and testing the atmosphere by using a portable certified, calibrated, atmosphere monitor that

meets OSHA requirements [29 CFR 1910.146(c)(5)(ii)(C)]. The atmosphere monitor should record oxygen content, flammable gases and vapors and toxic air contaminants, such as the Industrial Scientific TMX-412.

F. Air-Borne Gases: The AWTP is located in an industrial area and, as such, there are several different substances, either on or off site, that can escape and become dangerous fumes, such as chlorine, methanol, anhydrous ammonia, etc. The AWTP currently has nine (9) Shelter In Place (SIP) locations that are designated as safe havens in the event of release of hazardous gases. These SIP's are stocked with necessary instructions and supplies to protect City and any Contractor's personnel.

The first day on site, City personnel will show all the Contractor's personnel present where the several closest SIP's are located, explain the alarm signals and provide the current alarm testing schedule. It shall be the Contractor's responsibility to show any future employee and/or sub-contractor that comes on site the location of the SIP's and explain the alarm signals.

In the event of an alarm, the Contractor's personnel shall immediately and hastily proceed to the nearest SIP along with the City personnel and remain there until further notice, taking guidance from and following the instruction of the senior City employee present.

G. Lockout / Tagout Policy: The AWTP Lockout / Tagout program is designed to set standards to help safeguard all employees from hazardous electrical or mechanical energy while they are performing service or maintenance on machines and equipment at the AWTP or any pump station. This program will also identify the practices and procedures to shut down and Lockout or Tagout machines and equipment. The Contractor shall be given a copy of the AWTP "LOCKOUT / TAGOUT POLICY AND PROCEDURES" instruction and shall make all of his employees and sub-contractors aware of this program.

No padlock (lockout) shall be removed except by the individual that installed it or, if not available, by a City of Tampa AWTP team leader.

No tag (tagout) shall be removed except by the individual who installed it or, if not available, by a City of Tampa AWTP team leader, except in an Emergency when the tag states "Do Not Use Unless in an Emergency". In that event, the Contractor shall notify the City of Tampa AWTP team leader who will prepare the necessary follow up report.

H. Trench Safety: Any excavation deeper than four (4) feet shall adhere to the requirements contained in 29 CFR 1926.650 thru 652 and the Florida Trench Safety Act [Florida Statutes, ss 553.60 - 553.64].

I. Open Flames: No fires shall be allowed. No open flames necessary for any construction activity shall ever be left un-attended. A current, portable, fully charged fire extinguisher shall be located with each activity requiring an open flame.

J. Sparks: Any activity lasting more than 10 continuous minutes that creates sparks, such as grinding or chipping, shall have a dedicated fire watch in attendance. A current, portable, fully charged fire extinguisher shall be located with each activity creating sparks, regardless if a fire watch is required or not.

K. First Aid: The Contractor shall furnish appropriate First Aid Kits [29 CFR 1910.151] and shall be responsible to ensure its employees are properly trained to render first aid. If injurious corrosive materials are to be utilized, eye wash and body wash facilities must be provided in the immediate area.

L. Related Costs: All costs associated with these, or any safety measures shall be included in the total lump sum contract price or the various contract item unit prices, as applicable, and no separate payment shall be made therefor.

SP-133 Tampa Port Authority Access

The Tampa Port Authority has restricted access in accordance with Florida Statute 311.12. Procedures for Tampa Port Authority access are located at <http://www.tampaport.com/port-operations/security> . All costs to comply with these procedures shall be included in the total Price for this project, and no separate payment shall be made therefor.

SP-134 Contingency

As directed by the Engineer, this item is to allow payment for unforeseen circumstances such as: restoration of construction easements, traffic maintenance for a lane or street closure, tree or shrub or irrigation system replacement, etc., as mentioned in the specifications. The contingency will also allow payment for minor unforeseen circumstances not mentioned in the specifications.

The upset limit for contingency allowance is \$10,000 and shall be included in the base bid.

* * *



City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments Partial Final

This form must be completed in its entirety, signed, and submitted with each payment request.

Contract No.: _____ WO#, (if any) _____ Contract Name: _____
 Contractor Name: _____ Address _____
 Federal ID _____ Phone _____ Fax _____ Email _____
 GC Pay Period _____ Payment Request/Invoice Number: _____ City Department: _____
 Total Amount Requested for pay period: _____ Total Contract Amount (including change orders): _____

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Certification: I hereby certify that the above information is a true and accurate account of payments to sub –contractors/consultants on this contract.

Signed _____ Name/Title _____ Date: _____

Instructions for Completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (DMI-Payments)

This form must be submitted with all invoicing or payment requests for any contract with subcontracting. The following will detail what data is **required** for this form:

The instructions that directly follow pertain to the project and prime:

Contract No. - Number assigned by the City of Tampa for the bid or proposal

W.O.# - Work Order Number, if one has been designated

Contract Name - Name of the contract assigned by the City of Tampa for the bid or proposal

Contractor Name - Name of your business

Address - Physical address of your business

Federal ID - Number assigned to your business for tax reporting purposes

Phone - Telephone number to contact business

Fax - Fax number for your business

Email - Your business email address for electronic correspondence

Pay Period - Start and Finish dates for pay period. (e.g. 05/01/07 – 05/31/07)

Payment Request/Invoice Number - Sequential number for payment requests. (e.g. "3" for pay request three)

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

Total Amount Requested for pay period - Dollar amount you are expecting to receive for the pay period.

Total Contract Amount (including change orders) - Total contract amount. This includes any approved change orders that may have increased or decreased 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 this box (located at the bottom of the form) if you have provided any additional documentation relating to the payment data.

Partial Payment - Check this box (located at the top right of the form) if the request is for a partial payment.

Final Payment - Check (located at the top right of the form) only if the request is for the final payment.

The following instructions are for information about any and all subcontractors used for the contract:

(Type) of Ownership – SLBE status, Ethnicity, and Gender of the owner of the subcontracting business

Trade/Work Activity - The trade, service, or material provided by the subcontractor

SubContractor/SubConsultant/Supplier - Category that applies to the firm on this contract

Federal ID - Number assigned to a business for tax reporting purposes - **This item of information is critical** for the proper identification of the subcontractor in the DMI system.

Company Name, Address, Phone & Fax - Company information for verification of payments

Total Subcontract Amount - Total amount of subcontract including change orders

Amount Paid To Date - All dollar amounts paid to date for the subcontractor

Amount Pending, Previously Reported – Any amount previously reported that payments are pending

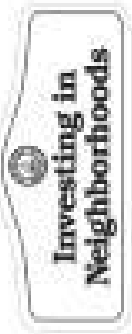
Amount To Be Paid for this Period - Dollar amount of dollars requested for the pay period

Sub Pay Period Ending Date – Ending date for pay period which subcontractor invoiced performed work

To be considered complete, the form must be completed, and then signed by a company authorized representative certifying that the information is true and accurate. This document must be completed in order to comply with the City of Tampa's Equal Business Opportunity Program.

Note: If you use an electronic version of the form, BE SURE TO INCLUDE EVERY DATA FIELD.

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



Project Manager :
Jim Hudock, PE
DPW Construction Engineer
City of Tampa

Phone : (813) 635-3400
Email : jim.hudock@tampagov.net

contractor name here

City of Tampa Improvement Project

brief project description (2 - 3 lines)

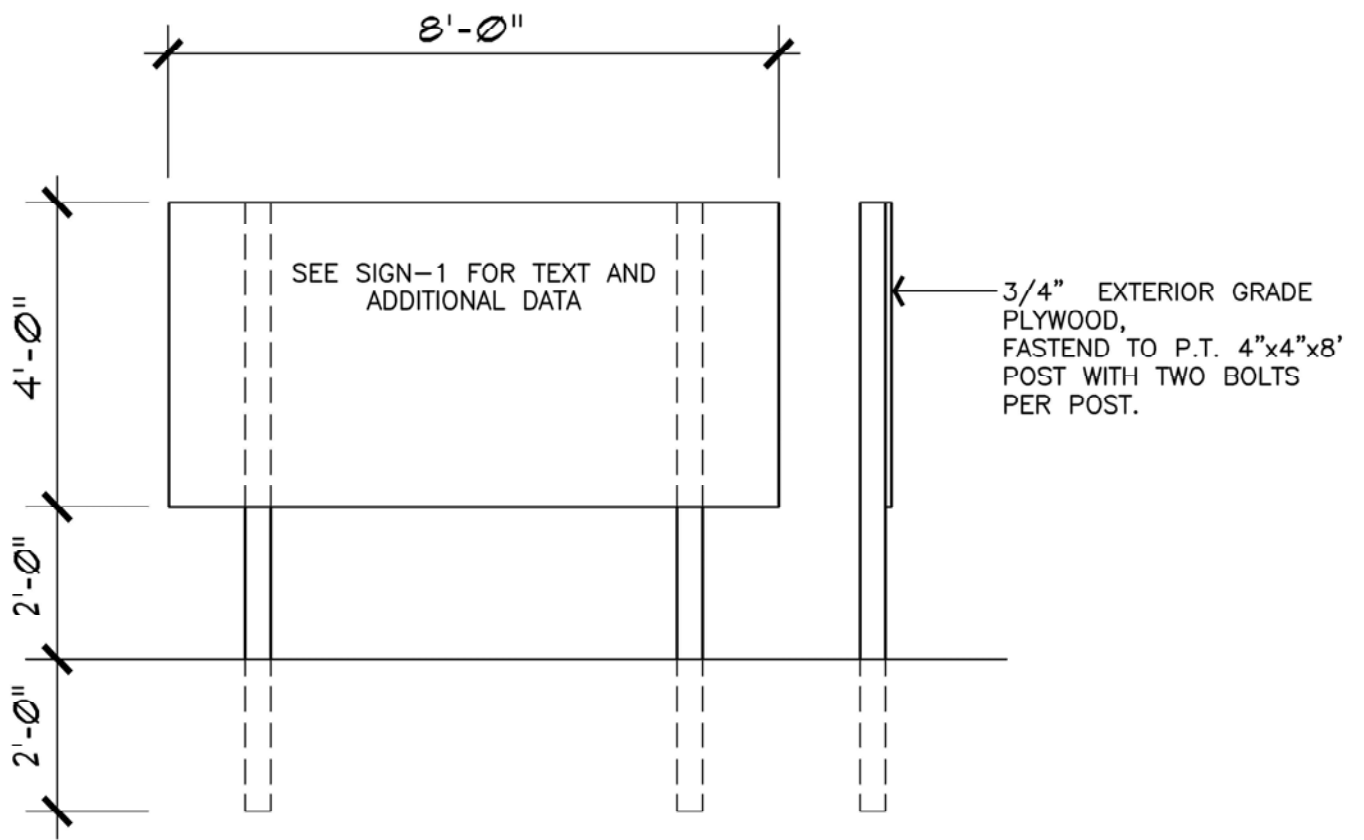
total appropriated cost (round off) - duration of construction

Scheduled for completion in (date)

supplemental project description (max. 2 lines)

For information, please call : (813) 635-3400

- 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.



SPECIFICATIONS

WORKMANSHIP AND MATERIALS

SECTION 1 - EXCAVATION - EARTH AND ROCK

W-1.01 General

Open cut excavations shall be made to the widths and depths necessary for constructing all structures, pipelines and other conduits included in the Contract, according to the Plans, and includes the excavation of any material which, in the opinion of the Engineer, is desirable to be excavated for any purpose pertinent to the construction of the work. Banks more than 5 feet high, where a danger of slides or cave-ins exist, shall be shored or sloped to the angle of repose.

Where excavations are to be made below groundwater, the Contractor shall submit to the Engineer for approval, in detail, his proposed method for control of groundwater, including a description of the equipment he plans to use and the arrangement of such equipment. No such excavation shall be started until approval of the Engineer has been obtained. Dewatering work shall be included in the Contract Items for pipelines, box culverts, inlets, manholes and other structures, and pumping stations, and no separate payment will be made therefor.

W-1.02 Clearing

The site of all open cut excavations shall first be cleared of obstructions preparatory to excavation. This includes the removal and disposal of vegetation, trees, stumps, roots and bushes, except as specified under the subsection headed "Trench Excavation."

W-1.03 Authorized Additional Excavation

In case the materials encountered at the elevations shown are not suitable, or in case it is found desirable or necessary to go to an additional depth, or to an additional depth and width, the excavation shall be carried to such additional depth and width as the Engineer may direct in writing. The Contractor shall refill such excavated space with either Class D concrete, or select sand or crushed stone fill material, as ordered. Where necessary, fill materials shall be compacted to avoid future settlement. Additional earth excavations so ordered and concrete, or selected sand or crushed stone fill material ordered for filling such additional excavation and compaction of select sand or crushed stone fill material will be paid for under the appropriate Contract Items or where no such items exist, as extra work as specified in Article 7 of the Agreement.

W-1.04 Unauthorized Excavation

Wherever the excavation is carried beyond or below the lines and grades shown or given by the Engineer, except as specified in the subsection headed "Authorized Additional Excavation," all such excavated space shall be refilled with such material and in such manner as may be directed in order to ensure the stability of the various structures. Spaces beneath all manholes, structures or pipelines excavated without authority shall be refilled by the Contractor at his own expense, with Class D concrete, or select sand or crushed stone fill material, and properly compacted, as ordered by the Engineer, and no separate payment will be made therefor.

W-1.05 Segregation and Disposal of Material

Topsoil suitable for final grading and landscaping and excavated material suitable for backfilling or embankments shall be stockpiled separately on the site in locations approved by the Engineer. Excavated and other material shall not be

stored nearer than 4 feet from the edge of any excavation and shall be so stored and retained as to prevent its falling or sliding back into the excavation. Surplus excavated material and excavated material unsuitable for backfilling or embankments shall become the property of the Contractor and shall be transported, as approved by the Engineer, away from the site of the work to the Contractor's own place of disposal.

W-1.06 Shoring and Sheeting

All excavations shall be properly shored, sheeted, and braced or cut back at the proper slope to furnish safe working conditions, to prevent shifting of material, to prevent damage to structures or other work, and to avoid delay to the work, all in compliance with the U. S. Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The minimum shoring, sheeting and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. Before starting excavation for jacking pits and structures, the Contractor shall submit complete design calculations and working drawings of proposed sheeting and bracing arrangements which have been prepared, signed and sealed by a Professional Engineer registered in the State of Florida. Bracing shall be so arranged as not to place any strain on portions of completed work until the general construction has proceeded far enough, in the opinion of the Engineer, to provide ample strength. If the Engineer is of the opinion that at any point the sheeting or supports furnished are inadequate or unsuited for the purpose, he may order additional sheeting or supports to be installed. Whether or not such orders are issued, the sole responsibility for the design, methods of installation, and adequacy of the sheeting and supports shall be and shall remain that of the Contractor.

Tight sheeting shall be used in that portion of the excavation in City collector and arterial streets and in State and County highways below the intersection of a 1 on 1 slope line from the edge of the existing pavement to the nearest face of the excavation.

In general, sheeting for pipelines shall not be driven below the elevation of the top of the pipe. If it is necessary to drive the sheeting below that elevation in order to obtain a dry trench or satisfactory working conditions, the sheeting shall be cut off at the top of the pipe and left in place below the top of the pipe at no additional cost.

The sheeting and bracing shall be removed as the excavation is refilled in such a manner as to avoid the caving in of the bank or disturbance to adjacent areas or structures except as otherwise shown or directed. Voids left by the withdrawal of the sheeting shall be carefully filled by ramming or otherwise as directed.

Permission of the Engineer shall be obtained before the removal of any shoring, sheeting, or bracing. Such permission by the Engineer shall not relieve the Contractor from the responsibility for injury or to other property or persons from failure to leave such sheeting and bracing in place.

W-1.07 Sheeting Left in Place

The Engineer may order, in writing, any or all sheeting or bracing to be left in place for the purpose of preventing injury to the structures or to other property or to persons, whether such sheeting or bracing was shown on the Plans or placed at his direction or otherwise. If left in place, such sheeting shall be cut off at the elevation ordered, but, in general, such cutoffs shall be at least 18 inches below the final ground surface. Bracing remaining in place shall be driven up tight.

The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders.

Sheeting and bracing left in place, by written order of the Engineer, will be paid for under the appropriate Contract Item if included in the Proposal or otherwise by provisions of extra work as specified in Section 7 of the Agreement.

W-1.08 Removal of Water

At all times during the excavation period and until completion and acceptance of the work at final inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or other parts of the work. The excavation shall be kept dry. No water shall be allowed to rise over or come in contact with masonry and concrete until the concrete and mortar have attained a set satisfactory to the Engineer and, in any event, not sooner than 12 hours after placing the masonry or concrete. Water pumped or drained from the work hereunder shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damage caused by dewatering the work shall be promptly repaired by the Contractor.

W-1.09 Structure Excavation

Excavations shall be of sufficient size and only of sufficient size to permit the work to be economically and properly constructed in the manner and of the size specified. The bottom of the excavation in earth and rock shall have the shape and dimensions of the underside of the structure wherever the nature of the ground will permit.

W-1.10 Trench Excavation

Before starting trench excavation, all obstructions which are to be removed or relocated shall be cleared away. Trees, shrubs, poles, and other structures which are to be preserved shall be properly braced and protected. All trees and large shrubs shall be preserved with damage to the root structure held to a minimum, unless otherwise shown or specified. Small shrubs may be preserved or replaced with equivalent specimens.

The width of trenches shall be such as to provide adequate space for workmen to place, joint, and backfill the pipe properly, but shall be kept to a minimum. Unless otherwise approved by the Engineer, the clear width of the trench at the level of the top of the pipe shall not exceed the sum of the outside diameter of the pipe barrel plus 24 inches.

In sheeted trenches, the clear width of the trench at the level of the top of the pipe shall be measured to the inside of the sheeting.

Should the Contractor exceed the maximum trench widths specified above, without written approval of the Engineer, he may be required to provide, at his own expense, concrete cradle or encasement for the pipe as directed by the Engineer, and no separate payment will be made therefor.

The Contractor shall excavate trenches to the respective depths, below the bottom of the pipe, for the various classes of pipe bedding shown on the Plans so that pipe bedding material can be placed in the bottom of the trench and shaped to provide a continuous, firm bearing for the pipe barrel and bells.

If unstable material is exposed at the level of the bottom of the trench excavation, it shall be excavated in accordance with the subsection headed "Authorized Additional Excavation." When in the judgement of the Engineer the unstable material extends to an excessive depth, he may advise the Contractor in writing to stabilize the trench bottom with a crushed stone, sand mat or gravel mat to ensure firm support for the pipe by other suitable methods. Payment for such trench stabilization will be made under the appropriate Contract Items or where no such items exist, as extra work as specified in Section 7 of the Agreement.

The open excavated trench preceding the pipe laying operation and the unfilled trench with pipe in place shall be

kept to a minimum length causing the least disturbance to traffic and use of adjacent property. Ladders shall be provided and so located as to provide means of exit from the trench without more than 25 feet of lateral travel.

W-1.11 Rock Excavation

The term "rock" as used herein shall include all materials which have compressive strengths in excess of 300 psi in their natural undisturbed state and which, in the opinion of the Engineer, require drilling and blasting, wedging, sledging, barring or breaking with power tools not otherwise required for normal excavating.

Rock shall be excavated, within the boundary lines and grades as shown on the Plans, specified, or given by the Engineer. Rock removed from the excavation shall become the property of the Contractor and shall be removed by him away from the site of the work to his own place of disposal, and no separate payment will be made therefor.

All shattered rock and loose pieces shall be removed.

For trench excavation in which pipelines or other conduits are to be placed, the rock shall be excavated to a minimum depth of 6 inches below the bottom of the pipe and the excavated space refilled with pipe bedding material. Placing, compacting, and shaping pipe bedding material shall be included in the various classified unit price Contract Items for pipelines, and no separate payment will be made therefor.

For manhole excavation, the rock shall be excavated to a minimum depth of 8 inches below the bottom of the manhole base for pipelines 24 inches in diameter and larger, and 6 inches below the bottom manhole base for pipelines less than 24 inches in diameter and the excavated space refilled with crushed stone. Placing, compacting, and shaping crushed stone for manhole bases shall be included in the appropriate Contract Items for manhole bases, and no separate payment will be made therefor.

For cast-in-place structures, the rock shall be excavated only to the bottom of the structure or foundation slab.

Excavated space in rock below structures, pipelines, and manholes which exceeds the depths specified above shall be refilled with Class D concrete, crushed stone, or other material as directed by the Engineer. Refilling of over-excavated rock in rock shall be included as part of the rock excavation, and no separate payment will be made therefor.

Where applicable, the requirements of the subsections on "Trench Excavation" and "Structure Excavation" shall be followed.

Blasting may be performed only when approved by the Engineer and authorized by the Agency having jurisdiction over the subject location and in accordance with all laws, ordinances, and regulations of the Agency.

W-1.12 Excavation for Jacking and Augering

Excavation for jacking or augering shall meet the requirements of the Workmanship and Materials section headed "Jacking and Augering."

* * *

SECTION 2 - BACKFILLING

W-2.01 General

All excavation shall be backfilled to the original surface of the ground or to such other grades as may be shown or directed. For areas to be covered by topsoil, backfill shall be left 4 inches below the finished grade or as shown on the Plans. The time elapsing before backfilling is begun shall be subject to the approval of the Engineer. In all backfilling, all compressible and destructible rubbish and refuse which might cause later settlement and all lumber and braces shall be removed from the excavated space before backfilling is started, except that sheeting and bracing shall be left in place or removed as the work progresses.

Construction equipment used to backfill against and over cast-in-place concrete structures shall not be permitted to travel over these structures until the designated concrete strength has been obtained as verified by concrete test cylinders. In special cases where conditions warrant, as determined by the Engineer, the above restriction may be modified if the concrete has gained sufficient strength, as determined from test cylinders, to satisfy design requirements for the removal of forms and the application of load.

W-2.02 Unsuitable Backfill Material

Before backfilling around structures, all rubbish shall be removed from behind the walls.

When the excavated material contains garbage, cinders, glass, tin cans, wood, or other trash or objectionable organic material, as determined by the Engineer, it shall not be used for backfill but shall be disposed of by the Contractor away from the site of the work to his own place of disposal. The unsuitable materials shall be replaced with backfill material which shall be sand, clay, gravel, sandy loam, or other excavated material free of objectionable organic matter, as approved by the Engineer.

W-2.03 Select Fill Material - General

Select fill material shall be used for pipe bedding, manhole bedding, trench and structure backfill, and other purposes as shown on the Plans, specified, and ordered in writing by the Engineer.

Select fill material shall be sand, conforming to the requirements of the subsections headed "Select Fill Material - Sand" or crushed stone or limestone screenings, conforming to the requirements of the subsection headed "Select Fill Material - Crushed Stone."

W-2.04 Select Fill Material - Sand

Sand used for pipe bedding or as select fill material for trench or structure backfill shall consist of job excavated sand or imported sand which can be readily and thoroughly compacted. Sand

shall be reasonably well graded and shall fall within the following gradation limits:

- Passing No. 4 sieve - 95 percent (minimum)
- Passing No. 200 sieve - 10 percent (maximum)

Sand containing more than 10 percent of material passing the No. 200 sieve or sand which, in the opinion of the Engineer, would have a tendency to flow under pressure when wet will not be acceptable for use as pipe bedding or select fill material for trench or structure backfill

Sand shall not be used for bedding for manholes or other structures.

W-2.05 Select Fill Material - Crushed Stone

Crushed stone used for pipe bedding, manhole base bedding, or as select fill material for trench or structure backfill shall consist of clean, durable rock, angular in shape, which can be readily and thoroughly compacted. Crushed stone shall be reasonably well graded and shall be no greater than a No. 57 stone.

W-2.06 Pipe and Structure Bedding

All pipelines shall be bedded in well graded, compacted select fill material. Select fill material shall be sand, conforming to the subsection headed "Select Fill Material - Sand" and/or crushed stone, conforming to the subsection headed "Select Fill Material - Crushed Stone," as shown on the Plans, specified or ordered in writing by the Engineer. Pipe bedding shall be constructed in accordance with the details shown on the Plans.

When shown on the Plans or ordered in writing by the Engineer, pipelines (except PVC) shall be laid in Class D concrete cradle or encasement.

Precast concrete manhole bases shall be bedded on No. 57 stone, conforming to the subsection headed "Select Fill Material - Crushed Stone," as shown on the Plans.

Cast-in-place manhole bases and other foundations for structures shall be cast against undisturbed earth in clean and dry excavations.

Existing underground structures, tunnels, conduits and pipes crossing the excavation shall be bedded with compacted select fill material. Bedding material shall be placed under and around each existing underground structure, tunnel, conduit or pipe and shall extend underneath and on each side to a distance equal to the depth of the trench below the structure, tunnel, conduit or pipe.

W-2.07 Bedding Placement for Pipelines

Select fill material, used as pipe bedding, shall be placed by hand, in uniform layers not greater than 6 inches in loose thickness and thoroughly compacted in place. Select fill material pipe bedding shall extend to one foot over the top of the pipe.

Each layer of select fill shall be thoroughly tamped and compacted in place by hand or with suitable mechanical or pneumatic tools to a dry density not less than 95 percent of the maximum dry density as determined by AASHTO Des: T-180. No large stone fragments shall be placed in the pipe bedding nor closer than two feet to any point on any pipe.

W-2.08 Bedding Placement for Precast Concrete Manholes

No. 57 stone used for bedding beneath precast manhole bases shall be placed in uniform layers not greater than 6 inches in loose thickness and thoroughly compacted in place with suitable mechanical or pneumatic tools.

W-2.09 Structure Backfill

Backfill around manholes, risers, and structures shall be suitable job excavated material, selected fill material, or other material approved by the Engineer. Such backfill shall extend from the bottom of the excavation or top of structure bedding to the bottom of pavement base course, subgrade for lawn replacement, the top of the existing ground surface, or to such other grades as may be shown or given by the Engineer.

The backfill shall be placed in uniform layers not greater than 18 inches in loose thickness and thoroughly compacted in place with suitable mechanical or pneumatic tools to a dry density of not less than 98 percent of the maximum dry density as determined by AASHTO Des: T-180.

W-2.10 Trench Backfill

Trenches shall be backfilled from 1 foot over the top of the pipe to the bottom of pavement base course, subgrade for lawn replacement, to the top of the existing ground surface or to such other grades as may be shown or given by the Engineer. Trench backfill shall be select fill material, suitable job excavated material or other material, as approved by the Engineer.

Except under pavements and railroad tracks, trench backfill shall be placed in uniform layers not greater than 18 inches in loose thickness and thoroughly compacted in place using heavy-duty tampers such as pneumatic jackhammers with tamping foot attachment or vibrating rollers if required. Each layer shall be compacted to a dry density of not less than 95 percent of the maximum dry density as determined by AASHTO Des: T-180.

Where railroad tracks or pavements and appurtenances for streets or highways are to be placed over trenches, the trench backfill shall be placed in uniform layers not greater than 12 inches in loose thickness and thoroughly compacted in place with equipment as specified above. Each layer shall be compacted to a dry density of not less than 98 percent of the maximum dry density as determined by AASHTO Des: T-180. On City of Tampa streets, each layer shall be compacted as specified above to the bottom of the subbase which is defined as 10 inches below the bottom of the base course. The subbase shall be compacted to 98 percent of modified proctor.

Trench backfilling work shall be done in a manner to prevent dropping of material directly on top of any conduit or pipe through any great vertical distance. In no case shall backfilling material from a bucket be allowed to fall directly on a structure or pipe and in all cases, the bucket shall be lowered so that the shock of falling earth will not cause damage.

Lumps shall be broken up and if there are any stones, pieces of crushed rock or lumps which cannot be readily broken up, they shall be distributed throughout the mass so that all interstices are solidly filled with fine material.

W-2.11 Backfill for Short Tunnel

Where pipelines are placed in short tunnels, the annular space between the outside of the pipe wall and the tunnel wall shall be completely filled with select fill material or suitable excavated material. Pipelines in short tunnels shall be suitably supported, to permit placing backfill which shall be suitably tamped in place.

W-2.12 Finish Grading

Finish grading shall be performed to meet the existing contour elevations and grades shown on the Plans or given by the Engineer and shall be made to blend into adjacent natural ground surfaces. All finished surfaces shall be left smooth and free to drain.

Grading outside of pipelines or structure lines shall be performed in such a manner as to prevent accumulation of water within the area. Where necessary or where shown on the Drawings, finish grading shall be extended to ensure that water will be carried to drainage ditches, and the construction area left smooth and free from depressions holding water.

W-2.13 Responsibility for After Settlement

Any depression which may develop in backfilled areas from settlement within one year after the work is fully completed and accepted shall be the responsibility of the Contractor. The Contractor shall, at his own expense, provide as needed additional backfill material, pavement base replacement, permanent pavement sidewalk curb and driveway repair

or replacement, and lawn replacement and shall perform the necessary reconditioning and restoration work to bring such depressed areas to proper grade as approved by the Engineer.

W-2.14 Inspection and Testing of Backfilling

All backfill shall be subject to test by the Engineer with the assistance of the Contractor.

* * *

SECTION 9 - STRUCTURAL AND MISCELLANEOUS STEEL

W-9.01 General

Structural and miscellaneous steel shall include all ferrous metals, whether wrought, rolled, fabricated, or assembled, except castings, pipelines, and ornamental iron.

Columns, girders, beams, lintels, trolley beams, frames for openings and removable slabs, ladders, baffle supports, weirs and weir angles, nuts and washers, sheet piling, and similar work are included in this classification.

W-9.02 Materials

Structural and miscellaneous steel shall meet the requirements of the following standards, except as otherwise shown or specified.

Structural Steel Shapes	
Plates and Grating	ASTM A 36
Stainless Steel Plates	ASTM A 167 Type 304, No. 1 Finish
Stainless Steel Angles, bolting materials and other shapes	ASTM A 276 Type 304, No. 1 Finish
Rivet Steel	ASTM A 502
High Strength Bolts	ASTM A 325
Steel Sheet Piling	ASTM A 328
Silicon Bronze Bolting Materials	ASTM B 98, Alby A

W-9.03 Workmanship

The design, workmanship, and erection shall conform to the requirements of the latest AISC Specifications for Design, Fabrication and Erection of Structural Steel for Buildings unless otherwise shown, specified, or required. The Contractor shall be solely responsible for the correctness of all shop and field fabrication and fit. Members shall be straight, shall fit closely together, and finished work shall be free from burrs, twists, bends, and open joints. Holes, connecting angles, supports and braces for stair stringers, equipment, apparatus, and similar work shall be provided where required. Structural plates and members for equipment, piping, and similar supports shall be 1/4-inch minimum thickness, unless shown or specified otherwise.

Where shop assembly of field connections is shown, specified, or required, unmatched holes shall be reamed and the pieces matchmarked before disassembly. No drifting will be allowed. In case the eccentricity is too great for good work or the strength of the joint is liable to be weakened by reaming, the piece shall be rejected and a new and satisfactory one shall be provided by the Contractor at his own expense.

W-9.04 Connections in Field

Connections made in the field shall be welded or bolted as hereinafter specified unless riveted connections are approved by the Engineer.

W-9.05 Detailing

Completely detailed shop and erection drawings shall be submitted by the Contractor for approval. Working drawings will be approved for strength only. The numbering of columns, beams, and the like, as shown on detail and erection drawings, shall conform to the numbering shown on the Plans.

W-9.06 Welding

Welding shall be performed by certified welders holding current certificates in accordance with the requirements of the AISC, AWS, and ANSI standards. In assembling and during welding, the component parts of built-up members shall be supported and held by sufficient clamps and other adequate means to hold the parts in proper relation for welding. Welding at joints on weir plate appurtenances shall be watertight. Field welding on weir plates and appurtenances shall require prior written approval of the Engineer.

W-9.07 Bolted Connections

Bolted connections for structural framing shall be made with high strength bolts meeting the requirements of ASTM A 325.

All bolts shall be tightened by means of a torque wrench to the bolt tension recommended in Subsection 1.23.5 of the AISC Specifications.

W-9.08 Riveting

Rivets shall be driven by skilled workmen only and with pneumatic hammers. Rivet heads shall be full, tight, and concentric with the shank. No caulking or recupping will be permitted. Loose, burned, or defective rivets shall be cut out and replaced in a manner which will not injure the surrounding metal. Punching shall be done accurately, but small inaccuracies may be corrected by reaming. Riveted members shall be well pinned and firmly drawn together before riveting. Rivets shall be thoroughly and uniformly heated to not less than a bright red before driving. In removing loose, burned, or otherwise defective rivets, the oxyacetylene torch shall not be used.

W-9.09 Bolts and Nuts

Bolts and nuts other than those specified above for structural framing connections shall be of the best quality mild steel, except where bronze, aluminum, stainless steel, or other materials are shown or required. Bolts shall have hexagonal nuts. Threads shall be clean cut of the American Standard size. Anchor bolts shall be accurately set, and if placed after concrete is poured, all necessary drilling and grouting shall be at the expense of the Contractor. Bolt anchors, unless shown or specified otherwise, shall be of the sizes indicated or approved and shall be Nations Lead Company "Cinch Anchor," Phillips "Stainless Steel Wedge Anchor," or equal.

All anchor bolts and nuts for equipment and items submerged or subject to periodic wetting shall be of stainless steel, unless other shown or specified.

W-9.10 Stud Anchors

Welded headed studs and stud anchors shall be provided in locations and of sizes and shapes shown as manufactured by Nelson Stud Welding or equal.

W-9.11 Sliding Plates

Sliding plates shall conform to ASTM B 147 (8B) and shall be "Lubrite Plates," manganese bronze No. 423, as manufactured by Merriman, Inc., or equal.

W-9.12 Steel Sheet Piling

Steel sheet piling shall have a minimum thickness of 3/8 inch in web and flange.

W-9.13 Painting

Structural steel shall be painted in accordance with the requirements of the Workmanship and Materials section headed "Painting." Stainless steel parts shall not be painted, but shall be wiped and rubbed clean of all foreign matter and left in a condition satisfactory to the Engineer.

* * *

SECTION 10 - DUCTILE IRON PIPE AND FITTINGS

W-10.01 General

All ductile iron pipe shall meet the requirements of AWWA C151. The type and configuration of pipe bedding for buried pipe shall be as shown on the Plans. Coatings and linings for ductile iron pipe and fittings shall conform to the subsection headed "Coatings and Linings," contained herein. Pipe joints shall be bell and spigot, flanged, or mechanical joint as shown on the Plans.

Ductile iron pipe and ductile iron fittings buried in the ground for force mains or installed in pumping stations shall have a minimum thickness of Class 52 unless specified otherwise as shown on the Plans. Ductile push-on iron pipe and fittings for gravity systems, including house laterals, shall be Class 54 and shall have an interior lining as specified in the subsection "Lining for Ductile Iron Gravity Pipe."

W-10.02 Flanged Pipe

Flanged pipe shall conform to the requirements of AWWA C115. Flanges shall be ductile iron and shall have long hubs. There shall be no leakage through the pipe threads, and the flanges shall be designed to prevent corrosion of the threads from outside.

W-10.03 Fittings

All ductile iron fittings shall meet the requirements of AWWA C110, and have a pressure rating of 250 psi, or as specified, whichever is larger.

W-10.04 Flanged Joints

Flanged joints shall meet the requirements of ANSI Specification B16.1. Flanges, flange facing drilling, and protecting shall be as specified for flanged pipe. Bolts and nuts for flanged joints shall be Type 316 stainless steel unless otherwise stated on the Plans or directed by the Engineer.

Except where otherwise directed by the Engineer, gaskets for flanged joints shall be of the full-face type, meeting the requirements of ANSI B16.21. Gaskets shall be rubber with cloth insertion, as made by the Crane Company, Garlock Packing Company, U.S. Rubber Company, or equal.

W-10.05 Mechanical Joints

Mechanical joints shall meet the applicable requirements of AWWA C111.

W-10.06 Push-on Joints

Push-on joints shall be of the bell and spigot type which employs a single, elongated grooved gasket to effect the joint seal. Push-on joints shall meet the applicable requirements of AWWA C111.

W-10.07 Wall Castings, Connecting Pieces, and Special Fittings

Wall castings and connecting pieces, such as bell and bell, bell and spigot, bell and flange, flange and flange, flange and spigot, and flange and flare, shall meet the requirements of ANSI Specification A21.10. Unless otherwise shown or specified, fittings 14 inches and larger shall have a pressure rating of 250 psi.

Where special fittings are required, they shall be of an approved design and shall have the same diameters and thicknesses as standard fittings, unless otherwise required, but their laying lengths and other functional dimensions shall be determined by their positions in the pipelines and by the particular piping materials to which they connect.

Where watertightness is essential and at other locations where indicated, wall castings shall be provided with an integrally cast intermediate collar located at the center of the wall.

W-10.08 Sleeve-Type Couplings

Except where standard solid sleeves or split sleeves are shown or specified, sleeve-type couplings for ductile iron pipe shall be Style 38 couplings as made by Dresser Industries, Inc., or Type 411 as made by Smith-Blair, or equal. Gaskets shall be of molded rubber, Dresser Plain Grade 27, Smith-Blair 003, or equal. Middle rings shall be without a pipe stop and shall be at least 1/4 inch thick and 5 inches wide for 8-inch and smaller pipe, 3/8 inch thick and 7 inches wide for 10-inch through 30-inch pipe, and 1/2 inch thick and 10 inches wide for 36-inch and larger pipe with follower rings of appropriate thickness, unless otherwise shown or specified.

Sleeve-type couplings shall be shop coated with Dresser Red "D" Shop-Coat, Smith-Blair Standard Blue Shop Coat, or equal nontoxic material compatible with the finished coatings specified.

W-10.09 Coatings and Linings

Pipe which is to be buried shall have the standard outside coating specified in AWWA C151-8.1.

Unless otherwise shown on the Plans or specified, all ductile iron pipe and fittings shall have a cement-mortar lining meeting the requirements of AWWA C151-8.2.

The weight and class designation shall be painted conspicuously in white on the outside of each pipe, fitting, and special casting after the shop coat has hardened.

W-10.10 Harnessing

Ductile iron pipe and fittings with mechanical joints that require harnessing shall be provided with ductile iron retainer glands, Megalug, as manufactured by EBAA Iron, or equal. The glands shall be installed in accordance with the manufacturer's recommendations. Set screws shall be tightened to 75 foot-pounds torque. Where the glands are to be buried or not exposed to view, the assembly shall be given 2 heavy coats of asphalt varnish after installation. Ductile iron pipe and fittings with push-on joints that require harnessing shall be Clow F-128 "Super Lock Joint," American Cast Iron Pipe "Lok-Fast Joint," U.S. Pipe and Foundry Company "TR Flex," or equal.

W-10.11 Lining for Ductile Iron Gravity Pipe

All ductile iron pipe and fittings, unless otherwise shown or specified, shall be provided with a special interior lining. For sizes 8 inches in diameter and above, the lining material shall be virgin polyethylene complying with ASTM D 1248 (40 mils thick) heat bonded to the interior of the pipe for all pipe sizes. For 6-inch diameter, the lining material shall either be the aforementioned polyethylene system or a 40 mil thick coal tar epoxy system. All pipe joint bells shall be coated on the inside with the same lining material as used in the pipe barrel. All field cuts shall be field coated with 40 mils of high build epoxy compatible with the lining.

W-10.12 Polyethylene Encasement

Polyethylene encasement shall be installed on all ductile iron pipe and fittings within the sections indicated on the Plans or as directed by the Engineer and in accordance with ANSI/AWWA C105/A21.5.

Although not intended to be a completely air-and-water-tight enclosure, the polyethylene shall prevent contact between the pipe and the surrounding backfill.

Polyethylene encasement shall be installed in accordance with the pipe manufacturer's instructions, or in a manner acceptable to the Engineer. Polyethylene encasement shall extend 1 foot beyond the joint in both directions (a total of 2-foot overlap) and shall be adhered to said joint with 2-inch wide green marking tape. The slack width shall be taken up at the top of the pipe to make a snug, but not tight, fit along the barrel of the pipe, securing the fold at quarter points. Upon installation of the encasement, any cuts or damaged portions of the polyethylene encasement shall be securely mended with tape or with a short length of polyethylene sheet, or a tube cut open, wrapped around the pipe to cover the damaged area, and secured in place.

Backfill material shall be the same as specified for pipe without polyethylene wrapping; however, extra care should be taken that the backfill be free from cinders, refuse, boulders, rocks, stones, or other materials that could damage the encasement. Special care shall be taken to prevent damage to the polyethylene wrapping when placing backfill.

Because prolonged exposure to sunlight will deteriorate polyethylene film, such exposure prior to backfilling the wrapped pipe shall be kept to a minimum.

W-10.13 Ductile Iron Pipe Exterior Coating

All pipe and fittings shall have an exterior asphaltic coating conforming to the following requirements:

Viscosity, KU at 25 degrees C	56-60
Flashpoint, degrees F (TCC)	40 degrees F Min
Dry set to touch, minutes	6
Dry hard, minutes	22

W-10.14 Force Main Identification

Ductile iron pipe sanitary force main shall be continuously spiral wrapped with 2-inch wide green stick-on vinyl tape prior to installation for permanent identification purposes. The tape shall have a minimum thickness of 6 mils with a minimum tensile strength of 22 pounds per inch and a minimum adhesive factor of 40 ounces per inch. The pipe shall be clean and dry when wrapped.

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SECTION 24 - PVC PIPE - FORCE MAIN

W-24.01 General

All pipe and fittings, 4"-48" nominal diameter, shall be solid wall polyvinyl chloride (PVC) pipe manufactured to standards as outlined in the following sections.

W-24.02 Pipe standards

For PVC force mains, 4" through 12", the pipe shall be AWWA C900, DR-18 (class 150). For PVC force mains 14" through 48", the pipe shall conform to AWWA C905, DR-25. The outside diameter dimensions shall be identical to ductile iron pipe dimensions. The pipe shall have integral bell push on type joints conforming to ASTM D3139. Bell ends shall be equipped with elastomeric gaskets meeting the requirements of ASTM F477. The color shall be green and the nominal laying length per pipe section shall be 20 ft.

W-24.03 Pre-Installation Tests, Reports, Markings and Submittals

All pipe and fittings shall be marked per Section 2.6 "Marking Requirements" of AWWA C900.

PRIOR TO SHIPMENT of the pipe and fittings to the project site, the Contractor shall submit to the Engineer test reports and certifications as described below, duly certified by the manufacturer's testing facility or an independent certified testing laboratory demonstrating full compliance with AWWA C900 or C905. Certification from the supplier is not acceptable.

An original, plus four (4) copies of the following, shall be submitted to the Engineer.

1. The name, address, and phone number of the pipe and fittings manufacturer and the location of the plant at which they will be manufactured.
2. **CERTIFICATION AND CERTIFIED TEST REPORTS** that each **LOT** of pipe and fittings has been manufactured, sampled, and tested per AWWA C900 or C-905. The City shall be provided in writing with the means to cross-reference the markings with the certification and test reports (i.e. date of manufacturer, lot number and shift number etc.). If this information is marked on the pipe in a code, the markings shall be decoded in writing.

W-24.04 Bedding Requirements

Unless otherwise indicated on the Plans, the PVCP force main shall be installed with Class "C" bedding as shown on the plans. If suitable fill material is not excavated at the project site, it shall be imported. Compaction requirements are described in subsection W-24.12 "Bedding Placement for Pipelines". In no cases shall a concrete cradle be used. In the event the Contractor opts to install crushed stone, it shall be **NO GREATER THAN A #57 STONE**.

W-24.05 Fittings

Both PVC and ductile iron fittings are acceptable unless the plans specifically call for PVC fittings. For standard angles, in sizes 4" through 8", fittings shall be injection molded in accordance with AWWA C907 and CSA B137.2.. For larger sizes (10" and greater) and for non-standard angles, fittings shall conform to the requirements of CSA B137.3 and shall be fabricated in a factory from AWWA C900/905 pipe.

Injection molded fittings shall have a dimensional ratio of 18 (DR18) and fabricated fittings shall have a dimensional ratio equal to that of the pipe they are being installed on.

All PVC fittings shall incorporate integral elastomeric gasket bell joints.

Materials used in the manufacture of PVC fittings shall equal or exceed cell class 12454 (ASTM 1784) with a hydrostatic design basis of 27.58 Mpa at 23°C as outlined in AWWA C900 and C905, and CSA B137.3.

Fabricated fittings shall be manufactured from segments of PVC pipe to the requirements of AWWA C900 and C905, and CSA B137.3. Segments shall be bonded together and over wrapped with fiberglass-reinforced polyester. All bends, up to and including 45°, shall be constructed from a single section of PVC pipe, without joints, bonding or fiberglass-reinforced polyester wrapping.

The pressure rating of the fittings shall be equal to the pressure rating of the pipe they are being installed on.

The manufacturer shall meet all the qualification test requirements as outlined in CSA B137.3

All injection molded fittings shall conform to CSA B137.2 and fabricated fittings shall conform to CSA B137.3

All fittings shall be marked with the following identifications:

- Nominal size, CIOD
- Manufacturers name or trademark
- AWWA pressure rating/pressure class and standard number to which the fitting is made
- CSA Standard number
- Proper handling label

W-24.06 Harnessing

Joint restraint devices for all pipes and fittings shall meet requirements as specified under the "RESTRAINING DEVICES" specification. Thrust blocks shall not be allowed.

All wedge devices assemblies and related parts shall be processed through a phosphate wash, rinse and drying operation prior to coating application. The coating shall consist of a minimum of two coats of liquid Xylan fluoropolymer coating with heat cure to follow each coat.

All casting bodies shall be surface pretreated with a phosphate wash, rinse and sealer before drying. The coating shall be electrostatically applied and heat cured. The coating shall be a polyester based powder to provide corrosion, impact and UV resistance.

The coating system shall be Mega-Bond as manufactured by EBAA Iron, Inc., Eastland, Texas, or approved equal.

W-24.07 Marking and Locating

Two strands of #12 gauge green insulated copper tracing wires shall be attached to the pipe with duct tape at regular intervals in the 10 and 2 o' clock position. The wires shall be looped around each bell. See Section W-13 "Directional Drilling HDPE Pipe" requirements for directional drilled pipe. Wire insulation must be suitable for buried service

such as HDPE or HMWPE. Nylon insulation is not acceptable. Wires must be spliced together with wire connectors suitable for buried service such as DBR Kit by 3M, Snakebite by Copperhead Industries or equal. Twisting wires together and sealing with electrical tape is not acceptable. No payment will be made for pipe that does not pass a continuity test through the wires after installation. See standard details for additional requirements.

The locating wire shall terminate at the top of each valve box, air release valve box and manhole and must be capable of extending 24" above the top of the box (or manhole) in such a manner so as not to interfere with the valve operation.

W-24.08 Installation

Installation of PVCP force mains shall comply with the requirements of AWWA Standard C605 "Underground Installation Of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings For Water".

Pipe bending shall not be allowed.

Joint deflections up to a maximum of 1 degree will be permitted at integral bell and spigot joints. Joint deflections up to a maximum of 3 degrees will be permitted by utilizing twin-gasketed couplings instead of integral bell and spigot joints. Deflections larger than 3 degrees may be accomplished with factory molded or fabricated standard angle fittings; or, a standard deflection shall be accomplished with a factory fabricated fitting of the proper angle. Refer to Section W-24.05.

Air release valves shall use service saddles to attach the corporation stop connection to the PVC pipe. The service saddle body shall be sized exactly to the outside diameter of the pipe, with double straps anchored with a minimum of a four bolt pattern. The service saddle body shall be ductile iron, the sealing gasket shall be BUNA-N rubber and the straps shall be corrosion resistant alloy steel.

W-24.09 Testing

Testing of PVCP force mains shall comply with the requirements of AWWA Standard C605 "Underground Installation Of Polyvinyl Chloride (PVC) Pressure Pipe And Fittings For Water" Section 7 (less references to disinfecting). The hydrostatic and leakage testing may be performed simultaneously. The average hydrostatic test pressure shall be 100 psi.

Air pressure testing of installed pressure pipe is expressly prohibited due to the catastrophic nature of failure should failure occur.

W-24.10 Storage of PVC Pipe

Pipe shall be stored at the job site in unit packages provided by the manufacturer. Caution shall be exercised to avoid compression, damage, or deformation to bell ends of the pipe. When unit packages of PVC pipe are stacked, the Contractor ensure that the weight of upper units does not cause deformation to pipe in lower units.

PVC pipe unit packages shall be supported by racks or dunnage to prevent damage to the bottom during storage. Supports shall be spaced to prevent pipe bending.

PVC pipe shall not be stored close to heat sources or hot objects such as heaters, boilers, steam line, engine exhaust, etc.

When unit packages of PVC pipe are stacked, ensure that the height of the stack does not result in instability

which could cause stack collapse, pipe damage, bodily injury, and property damage.

The interior as well as all sealing surfaces of pipe, fittings, and other accessories shall be kept free from dirt and foreign matter.

Gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease.

W-24.11 Handling of PVC Pipe - Standard Procedures

When using fork lifts or other handling equipment, prevent damage to PVC pipe.

When handling PVC pipe, avoid severe impact blows, abrasion damage and gouging or cutting by metal surfaces or rocks. Avoid stressing bell joints and damage of bevel ends.

Pipe shall be lowered, not dropped, from trucks and into trenches.

In preparation for pipe installation, placement (stringing) of pipe shall be as close to the trench as practical and on the opposite side from excavated earth. Bell ends shall point in the direction of work progress.

The Engineer may reject any pipe that shows visible signs of damage resulting from poor storage and handling practices.

W-24.12 Bedding Placement for Pipelines

Select fill material, used as pipe bedding, shall be placed by hand, in uniform layers not greater than 6 inches in loose thickness and thoroughly compacted in place. Select fill material pipe bedding shall extend to one foot over the top of the pipe.

Each layer of select fill shall be thoroughly tamped and compacted in place by hand or with suitable mechanical or pneumatic tools to a dry density not less than 95 percent of the maximum dry density as determined by AASHTO Des: T-180. No stone larger than 4 inches in diameter shall be placed closer than two feet to any point on any pipe.

W-24.13 Trench Backfill

Trench backfilling work shall be done in a manner to prevent dropping of material directly on top of any conduit or pipe from a vertical distance greater than 5 feet. In no case shall backfilling material from a bucket be allowed to fall directly on a structure or pipe and in all cases, the bucket shall be lowered so that the shock of falling earth will not cause damage.

Lumps shall be broken up and if there are any stones, pieces of crushed rock or lumps which cannot be readily broken up, they shall be distributed throughout the mass so that all interstices are solidly filled with fine material.

W-24.14 Backfill for Short Tunnel

Where pipelines are placed in short tunnels, the annular space between the outside of the pipe wall and the tunnel wall shall be completely filled with select fill material or suitable excavated material. Pipelines in short tunnels shall be suitably supported, to permit placing backfill which shall be suitably tamped in place.

W-24.15 Inspection and Testing of Backfilling

All backfill shall be subject to test by the Engineer.

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SECTION 27 - DEMOLITION

W-27.01 General

Demolition includes all work necessary for the removal and disposal of masonry, steel, reinforced concrete, plain concrete, wastewater equipment, piping, electrical facilities, and any other material or equipment shown or specified to be removed. Dust control shall be provided and provision made for safety.

Demolition shall be carried out in such a manner that adjacent structures, which are to remain, shall not be endangered. The work shall be scheduled so as not to interfere with the day to day operation of the existing facilities, all in accordance with the Sequence of Operations specified in the Specific Provisions. Doorways or passageways in existing facilities shall not be blocked.

Care shall be taken to assure that concrete shall be broken and removed in reasonably small masses. Where only parts of a structure are to be removed, the concrete shall be cut along limiting lines with a specially designed saw so that damage to the remaining structure is held to a minimum.

W-27.02 Requirements Prior to Demolition

The Contractor shall visit the site and inspect all existing structures. Special care shall be taken to observe and record any defects, which may exist in buildings or structures adjacent to but not directly affected by the demolition work. Prior to commencing the demolition, the Contractor shall provide the Engineer with a copy of this inspection.

Drawings of existing structures and equipment will be available for inspection by the Contractor at the office of the Engineer and Owner.

Warning signs, protection barriers and red warning lights shall be provided as necessary adjacent to the work as approved by the Engineer and shall be maintained during the demolition period.

Demolition work shall not be undertaken until all mechanical and electrical services affected by the work have been properly disconnected. Interconnecting piping or electrical services that are to remain in service either permanently or temporarily shall be capped, rerouted or reconnected in a manner that will not interfere with the operation of the remaining facilities.

Where the presence of hazardous chemicals, gases, flammable materials or other dangerous substances is apparent or suspected, testing and purging shall be performed and the hazard eliminated before demolition is started.

W-27.03 Requirements During Demolition

The use of explosives will not be permitted.

All mechanical and electrical equipment shall be carefully protected against dust and debris.

All debris shall be removed from the structures during demolition and not allowed to accumulate in piles.

Safe access to and egress from all working areas shall be provided at all times with adequate protection from falling material.

Adequate scaffolding, shoring, bracing and protective covering shall be provided during demolition to protect personnel and equipment against injury or damage. Floor openings not used for material drops shall be covered with material substantial enough to support any loads placed on it. The covers shall be properly secured to prevent accidental movement.

Adequate lighting shall be provided at all times during demolition.

Areas below demolition work shall be closed to workmen while removal is in progress.

No material shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected.

No workmen shall stand on any wall to remove material except when adequate staging or scaffold protection is provided at a distance not exceeding 12 feet below the top of such walls and other reasonable precautions are taken. Whenever a workman is required to work at a height of more than 12 feet above a floor, platform, scaffold or the ground, he shall be equipped with a safety belt with a life line attached.

W-27.04 Disposal of Materials

All debris, rubbish, scrap pieces, equipment, and materials resulting from the demolition shall become the property of the Contractor and shall be removed from the site, except for the items designated by the Engineer to be salvaged.

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SECTION 30 - MISCELLANEOUS PIPE AND FITTINGS

W-30.01 General

Miscellaneous pipe and fittings include polyvinyl chloride (PVC) pipe, copper pipe, steel pipe, and plastic tubing.

W-30.02 Polyvinyl Chloride Pipe

Polyvinyl chloride (PVC) pipe shall be Schedule 80 minimum meeting the requirements of ASTM Des: D 1785, 1254B. All joints and fittings shall be threaded except where flanged joints are shown or required for connection to other piping. Threaded PVC fittings shall be socket welding type, 150-pound class, conforming to ASTM Des: D 2467 and D 2657.

W-30.03 Copper Pipe

Copper pipe shall be Type K or L hard-drawn copper tubing and shall meet the requirements of ASTM Des: B 88.

Fittings shall be of the streamlined, solder joint type, and shall meet the requirements of ANSI Specifications B16.22.

W-30.04 Steel Pipe

Steel pipe shall be galvanized, meet the requirements of ASTM Des: A 53 and shall not be less than Schedule 40. Dimensions of steel pipe shall conform to ANSI B36.10.

Fittings for steel pipe shall be galvanized and shall be made to standard dimensions or as shown. Fittings used in pipelines 2½ inches in diameter or smaller shall be of the screwed pattern and shall be of malleable iron meeting the requirements of ASTM Des: A 197. The fittings shall conform to ANSI B 16.3. Where galvanized fittings are shown or specified, galvanizing shall meet the requirements of ASTM Des: A 120. Steel flange fittings shall meet the requirements of ANSI B 16.5 for 150-pound standard, except that the flanges shall be plain faced.

All flanges for steel pipe, except blind flanges, shall be of the slip-on welding type with hubs meeting the requirements of AWWA C207 Class B, D, or E suitable for the size of pipe and test pressures specified, and conforming to the requirements of ASTM Des: A 181, Class 1. The flanges shall be attached to the barrel of the pipe with two continuous fillet welds. The flanges shall be attached to the barrel of the pipe with two continuous fillet welds. Blind flanges shall be plain faced and shall conform to ANSI B 16.5, Class 150. All flanges shall be covered and protected during delivery and storage.

Flanged joints shall be made with bolts or bolt studs with a nut on each end. Bolts, stud bolts, and nuts shall meet the requirements of ASTM Des: A 307, Grade B and ANSI B 16.1 unless noted otherwise on the Plans.

Gaskets for flanged joints shall be of rubber with cloth insertion of the full face type meeting the requirements of ANSI B 16.21 and shall be those made by the Garlock Packing Company, Crane Company, U.S. Rubber Company, or equal. Gaskets shall be 1/16 inch thick.

Zinc for galvanizing, zinc coating, and plating shall meet the requirements of ASTM Des: B 6 and shall be at least

equal to the grade designated as "Prime Western."

Wrought metals and castings shall be sandblasted or ground smooth. When a smooth coat is required, castings shall be tumbled and all high spots ground flush. Castings shall be normalized to prevent cracking.

Base metal shall be thoroughly cleaned, using only approved solvents and wire brushes, after which it shall be pickled.

Products to be galvanized shall be safeguarded against embrittlement in accordance with ASTM Des: A 143 and against warpage and distortion in accordance with ASTM Des: A 384.

Galvanizing shall be done by the hot-dip process after fabrication, unless otherwise specified in conformance with the appropriate ASTM and American Hot Dip Galvanizers Association, Inc. specifications. The dipping shall not come in contact with or rest upon the dross during the operation.

Galvanizing and coating shall be done in a plant having sufficient facilities to produce the quality of coatings herein specified and ample capacity for the volume of work required. Galvanized material shall be shipped and handled in a manner which will avoid damage to the zinc coating.

Galvanizing shall meet the requirements of ASTM Des: A 120.

W-30.05 Plastic Tubing

Plastic tubing for the air supply line shall be clear vinyl instrument grade tubing with an inside diameter of 3/8 inch and a minimum wall thickness of 0.062 inch. The tubing shall be FAST & TIGHT, Formula PV-2 as manufactured by Parker Hannifin, Kent, Ohio, or equal.

W-30.06 Workmanship

Working drawings, delivery, erection, testing, insulation, and disinfection of miscellaneous pipe and fittings shall meet the applicable portions of similar requirements for ductile iron pipe specified under the respective sections of Workmanship and Materials.

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SECTION 31 - HANGERS AND SUPPORTS

W-31.01 General

Hangers and supports shall include all hanging and supporting devices of metallic construction shown, specified, or required for pipelines, apparatus, and equipment other than electrical equipment. The Contractor's working drawings, as required by the General Provisions hereof, shall show the quantity, type, design, and location of all hangers and supports required.

W-31.02 Materials

Structural and miscellaneous steel, iron castings, cast-iron pipe, and steel pipe used for hangers and supports shall meet the requirements of the applicable Workmanship and Materials sections.

W-31.03 Design

Hangers and supports not detailed on the Drawings shall be adequate to maintain the pipelines, apparatus, and equipment in proper position and alignment under all operating conditions with due allowance for expansion and contraction, and shall have springs where necessary. Hangers and supports shall be of standard design where possible, and be best suited for the service required, as approved by the Engineer. Where required, they shall be screw adjustable after installation.

Supporting devices shall be designed in accordance with the best practice and shall not be unnecessarily heavy. Sufficient hangers and supports shall be installed to provide a working safety factor of not less than five for each hanger.

All supporting devices shall be designed as to minimize interference with access and movement. The injury hazard shall be considered and minimized in all protruding supporting devices.

On pipes which are covered with heating insulation, hangers and supports shall include proper pipe protection saddles.

Overhead hangers shall be supported by threaded rods properly fastened in place by suitable screws, clamps, inserts, or bolts, or by welding.

Brackets for the support of piping from walls and columns shall be made of welded steel and shall be designed for three maximum loads classified as follows:

Light	750 pounds
Medium	1,500 pounds
Heavy	3,000 pounds

When medium or heavy brackets are bolted to walls, backplates of adequate size and thickness shall be furnished and installed to distribute the load against the wall. When the use of backplates is not practicable, the brackets shall be fastened to the wall in such a manner that the safe bearing strength of the wall will not be exceeded.

Pipe rolls or chairs shall be of the cast-iron type. Pipe rolls shall be provided with threaded nuts or with sockets to take threaded rods.

Saddle stands shall be of the adjustable type. Each stand shall consist of a length of steel pipe fitted at the base with a standard threaded cast-iron flange and at the top with an adjustable saddle or roll. The base flanges shall be bolted to the floor foundation or concrete base.

Stanchions shall be of similar construction to the saddle stand, except that they shall be fitted at the top with cast-iron pipe saddle supports or with pipe stanchion saddles with yokes and nuts.

Where adjustable supporting devices are not required, pipelines 3 inches in diameter and smaller may be supported on cast-iron, malleable iron, or steel hook, hook plates, rings, or ring plates.

W-31.04 Anchors

Anchors shall be furnished and installed when specified, shown, or required for holding the pipelines and equipment in position or alignment. Anchors shall be designed for rigid fastening to the structures, either directly or through brackets. The design of all anchors shall be subject to approval by the Engineer.

Anchors for piping shall be of the cast-iron chair type with steel straps, except where anchors form an integral part of pipe fittings or where an anchor of special design is required.

W-31.05 Inserts

Inserts for concrete shall be galvanized and shall be installed in the concrete structures where required for fastening supporting devices. They shall be designed to permit the rods to be adjusted horizontally in one place and to lock the rod nut or head automatically. Inserts shall be recessed near the upper flange to receive reinforcing rods. Inserts shall be so designed that they may be held in position during concrete placing operations. Inserts shall be designed by the rod which they engage.

W-31.06 Painting

Hangers, supports, anchors, and similar devices shall be painted in accordance with the Workmanship and Materials section headed "Painting."

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SECTION 32 - VALVES

W-32.01 General

This section includes all valves to be used on City maintained force mains, City owned pump stations and the Howard F. Curren Advanced Wastewater Treatment Plant. Requirements of this section apply to all valves unless exceptions are shown or stated on the plans or specific provisions.

Plug valves for buried applications shall be provided with mechanical joints. Plug valves for above-ground applications shall be provided with flanged connections.

All force main valves shall be plug valves meeting the requirements of the sub-section "Eccentric Plug Valves."

Valves 2 inches in diameter and smaller shall be all brass or bronze, except the handwheel, and shall have screwed ends. Valves 2-1/2 inches in diameter and larger shall be iron body, bronze mounted with flanged ends, except that in the smaller sizes, valves may be all bronze at the Contractor's option.

All gate, globe, and angle valves shall have rising stems, unless otherwise specified, and shall open when the nut or handwheel is turned counterclockwise. Each handwheel shall be marked with an arrow and the word "Open." Each nut shall be marked with an arrow and shall not be greater than 24 inches in depth below finished grade.

All references to "stainless steel" or "SS" shall mean 316 stainless steel.

All valves of the same type shall be from a single manufacturer. Parts of valves of the same type and size shall be interchangeable.

All valves shall be carefully erected in their respective positions, free from all distortion and strain, and shall be packed and left in satisfactory operating condition.

W-32.02 Submittals

The Contractor shall prepare and submit for approval a complete detail drawing of all valves in accordance with the requirements of the General Provisions. At minimum the submittal shall show all proposed material types to be used as well as proposed interior and exterior coating manufacturer, coating type and proposed minimum dry film thickness.

W-32.03 Flanges

Flanges shall be cast solid and faced accurately at right angles to the axis of the casting. Flanges shall be faced and drilled and shop coated with a rust preventive compound before shipment.

Dimensions and drillings of flanges shall meet the requirements of ANSI B16.1 for working pressures of 125 pounds per square inch. Special drillings shall be provided where required.

W-32.04 Gate Valves

Except as otherwise specified, gate valves shall meet the requirements of Fed. Spec. WW-V-54, Class A, 125 pounds.

Gate valves shall have standard stuffing box seals. Bonnet bolts, studs, and nuts shall be cadmium plated. Wedging devices shall be bronze to iron or bronze to bronze as specified. Glands shall be bronze bushed; gland bolts and nuts shall be bronze.

Gate valves 2-1/2-inch diameter and larger shall be of the double disc type. Gate valves 2-inch diameter and smaller may be of the double disc or solid wedge type.

Valves with operating nuts or wheels 7 feet or more above the floor shall be provided with chains and chain wheels.

W-32.05 Globe and Angle Valves

Except as otherwise specified herein, globe and angle valves shall meet the requirements of Fed. Spec. WW-V-51, Class A, 125 pounds.

W-32.06 Hose Valves

Hose valves shall be globe or angle valves with rising stems, and rubber composition discs for cold water pressures up to 200 psi, nonshock.

Hose valves shall be all bronze or brass, except the handwheel which shall be of malleable iron. Hose threads shall conform to ANSI B2.4.

W-32.07 Check Valves

Check valves, unless otherwise specified, shall be APCO Series 100 of the horizontal, swing type designed to allow full diameter passage and to operate with a minimum loss of pressure. A Letter of Standardization has been executed for this valve. The letter states that no other valve shall be considered an "or equal" in accordance with the City's standardization program. The "or equal" clause applies to all other equipment, unless specifically excluded by a Single Source Certificate or Letter of Standardization.

Check valves shall have body and body cover of heavily constructed cast iron meeting requirements of ASTM A48, Class 30. Check valve body shall have integrally cast-on end flanges. The flapper shall be rubber and have an "O" ring seating edge and be internally reinforced with steel. The flapper shall be easily replaced while the valve remains in place.

The exterior of the check valve shall be factory coated with an approved interior and exterior corrosion resistance coating. The exterior of the check valve shall receive a field coat as indicated for "Steel Pipe and Fittings" in the Workmanship & Materials Section titled "Painting".

W-32.08 Pump-Check Eccentric Plug Valve

Pump-check valves, unless otherwise specified, shall meet the requirements of the sub-section for "Eccentric Plug Valves".

The valve shall be equipped with a G-Series rotary cylinder pneumatic actuator that is properly sized for the existing compressed air system within the pump station.

W-32.09 Eccentric Plug Valves

Plug valves shall be of the eccentric valve design and shall meet or exceed the requirements of AWWA C517 and shall be designed for 175 PSI 3'-12" and 150 PSI 14"-36". Manufacturer's Name shall be cast in body and Valve shall be serialized for future parts identification. Port area shall be 100% of standard pipe area. The Plug shall be Rectangular with associated Rectangular Port and shall provide dead tight shutoff when seated in the closed position. Plug shall not touch or drag against any part of the valve until reaching final seated position. Body material shall be Cast Iron ASTM A126 Class B, Seats shall be 1/8" thick 95% Nickel and 1/2" wide for proper plug seating. Plug shall be Ductile Iron ASTM A536 and Chloroprene Faced. Bearings shall be sintered, oil impregnated permanently lubricated type 316 stainless steel, include upper and lower grit excluders to prevent grit and foreign solids from entering the bearings. Shaft seals shall be multiple V-ring type and shall be externally adjustable via an air gap and re-packable under pressure without removing the actuator or bonnet from the valve. Valves shall have interior and exterior epoxy.

Plug valves shall be nut operated (1/4 turn) 4" to 8" and gear operated 10" and larger. Both nut and gear operated valves shall have a 2-inch square nut for operation. On pump stations where the valve is 7 feet or more above the floor level, a chain and wheel shall be provided for operation.

W-32.10 Knife Gate Valves

Valves shall be bonnetless wafer knife gate type with cast single-piece body construction. Lugged ends shall have threaded holes in accordance with ANSI B16.1 125/150 pound standards. Working pressure rating shall be 150 psi in sizes 2"-24". Valve body and gate shall be stainless steel type 316 or as specified. Stem shall be type 304 stainless steel. Valve shall have a round port equal to 100% of the connecting pipe. Valves shall be chloroprene resilient seated or as specified.

The body design shall have no pockets or grooves in the flow port where media can settle and adversely affect closure. The gate shall be polished to provide low thrust requirements and long packing life. The leading edge of the gate shall be beveled to assist in closure. The stem shall be outside of the body and will not contact the flowing media. Valves shall have multi-layer square packing with adjustable packing gland bolting.

All valve bodies shall be tested with water at 150% of rated pressure with no visible leakage. Assembled valves shall be tested for seat leakage with water at 40 psi applied to the back of the gate (pressure in the normal flow direction) and allowable leakage shall be as per MSS SP-81 specifications.

Valves shall be provided with a manually operated direct-mounted handwheel as specified or shown on the construction drawings. Floor stands and extensions shall be provided if specified. Valve superstructures shall be designed to allow easy field interchangeability between manual and pneumatic actuators. New superstructures shall not be required for conversion between manual and pneumatic operators.

Metal surfaces other than stainless steel shall receive a field coat as indicated for "Steel Pipe and Fittings" in the Workmanship & Materials Section titled "Painting".

Valves shall be model GKU by DeZURIK, Inc, or approved equal.

W-32.11 Multiport Valves

Three-way and four-way valves, unless otherwise specified, shall meet the requirements of the sub-section for eccentric plug valves.

W-32.12 Solenoid Valves

Solenoid valves, unless otherwise shown or specified, shall be normally closed packless type with full area ports. The body and bonnet shall be forged brass and the solenoid core shall be stainless steel. The diaphragm shall be of synthetic rubber assuring long service life. The coils shall be designed for 115-volt, 60-hertz operation and shall be embedded in molded plastic in NEMA Type I general purpose enclosure.

W-32.13 Ball Valves for CPVC Piping

Manually operated ball valves for CPVC piping shall be CPVC ball valves having renewable Teflon ball seats and EPDM seals. Ball valves shall block in both seating directions, leaving full pressure on the opposite end of the valve. The CPVC ball valves shall be rated at not less than 150 psi working pressure at 75 degrees F, self-lubricating, and shall have socket end connectors. The ball valves shall be of true union design to allow for inspection or removal. CPVC ball valves shall be as manufactured by Hayward Industrial Products, Inc., or equal.

W-32.14 Ball Check Valves for CPVC Piping

Ball check valves for CPVC piping shall be constructed of solid CPVC and shall have a CPVC ball. The check valve shall have EPDM O-rings and shall be capable of operating either horizontally or vertically. The check valve shall have a full flow design that provides a free open area that is equivalent to the connecting pipe size. The check valves shall have socket end connectors and shall be of the true union design to allow for inspection and removal of the valve. Ball valves for CPVC piping shall be as manufactured by Hayward Industrial Products, or equal.

W-32.15 Testing

All valves shall be given hydrostatic shop pressure tests at twice the working pressure specified. The valves shall be tested, first by applying the hydrostatic pressure with the valve open and then with the valve closed. The valves shall be tight and secure under the test pressure.

Valves shall be tested in place by the Contractor, as far as practicable, and any defects in valves or connections shall be corrected to the satisfaction of the Engineer.

W-32.16 Painting and Coating

Plug valves shall receive a factory interior and exterior coating of Tnemec Series 141 (4 mils thick).

All other valves shall receive a factory interior and exterior coating of an approved system.

Metal surfaces other than stainless steel shall receive a field coat as indicated for "Machinery and Equipment" in the Workmanship & Materials Section titled "Painting".

Chain wheels shall be coated by galvanizing or electroplating with zinc or cadmium. The chain shall be coated by electroplating with zinc or cadmium. Zinc electroplating shall meet the requirements of Fed. Spec. QQ-Z-325, Type II, Class 2; and cadmium electroplating shall meet the requirements of Fed. Spec. QQ-P-416, Type II, Class 2.

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SECTION 33 - LEAKAGE TESTS - PUMPING STATIONS

W-33.01 General

All pipelines and structures required to be watertight shall be tested for leakage by the Contractor under the direction of the Engineer. Air and gas lines shall be tested with compressed air and all other pipelines shall be tested with water under the pressures specified herein.

All tests shall be conducted in a manner to minimize as much as possible any interference with the Contractor's work or progress.

The Contractor shall notify the Engineer when the work is ready for testing, and tests shall be made as soon thereafter as possible. Personnel for reading meters, gauges, or other measuring devices, will be furnished by the Engineer, but all other labor, equipment, air, water, and materials, including meters, gauges, smoke producers, blower, fuel, bulkheads, and accessory equipment, shall be furnished by the Contractor.

W-33.02 Pressure Tests

Pressure tests of pipelines shall be made by maintaining the fluid in the pipe at the specified pressure for a period of 30 minutes. The pipelines shall show no leakage.

Test pressures for the various pipelines shall be as follows:

<u>Type of Pipeline</u>	<u>Test Pressure psi</u>
Sewage (Pump Suctions)	5
Sewage (Pressure) - Pump Discharge	100
Water	125
Sump pump discharge	25
Compressed air	200
Drains	5

W-33.03 Tests of Structures

Leakage tests of wet wells and similar purpose structures shall be made before backfilling by filling the structure with water to the overflow height and observing the water surface level for the following 24 hours. Inspection for leakage will be made of the exterior surface of the structure, especially in the area around the construction joints.

Leakage will be accepted as within the allowable limits for structures from which there are no visible leaks and in which the water surface drops not more than 1/2 inch during the 24 hour test.

If visible leaks appear, the structure shall be repaired by removing and replacing the leakage portions of the structure, waterproofing the inside, or by other methods approved by the Engineer.

Water for the initial filling of the structure will be supplied by the City. Water for subsequent fillings, if required, shall be at the expense of the Contractor.

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SECTION 67 - STEEL PIPE AND FITTINGS

W-67.01 General

Steel pipe and fittings include all wrought and fabricated steel pipe, stainless steel pipe, and fittings therefor. Steel pipe shall be used only where specifically shown or specified.

Completely detailed working drawings shall be submitted by the Contractor for approval in conformance with the requirements of the General Provisions. Such drawings shall show piping layouts and contain schedules of all pipe, fittings, valves, expansion joints, hangers and supports, and other appurtenances. When any of the steel pipeline work is of special design, such work shall be shown in large detail and be completely described and dimensioned.

W-67.02 Pipe Standards

Dimensions of steel pipe shall conform to ANSI B36.10, unless otherwise specified, shown, or required. Pipe 12 inches and smaller shall be not less than Schedule 40. Pipe 14 to 18 inches inclusive shall be not less than Schedule 30. Pipe 20 through 36 inches shall have a wall thickness of not less than 3/8 inch. Pipe larger than 36 inches shall have a wall thickness of not less than 1/2 inch.

Steel pipe 24 inches in diameter and smaller shall meet the requirements of ASTM A 53.

Steel pipe larger than 24 inches in diameter shall meet the requirements of AWWA C200, unless otherwise specified, shown, or required. Pipe conforming to AWWA C200 fabricated from plates shall meet the requirements of ASTM A 283 Grade B with not more than two longitudinal seams and with girth seams not less than 7 feet apart. Pipe conforming to AWWA C200 mill pipe shall be made with Grade B steel and spiral welded with inside and outside (double) fusion butt welds. All pipe shall be hydrostatically shop tested in accordance with AWWA C200 to the test pressure determined by the formula in Subsection 3.5 of AWWA C200. The Contractor shall provide an affidavit of compliance for all pipe and fittings furnished under AWWA C200. Stainless steel pipelines shall not be painted.

Steel pipe, including fabricated pipe, shall be furnished in the longest lengths commercially available unless otherwise shown, specified, or required. Pipe shall have the manufacturer's name, initials, or trademark rolled into the surface and the year of manufacture shall be suitably marked on the pipe.

W-67.03 Welding

Welding of pipe joints where shown, specified, permitted, or required shall meet the requirements of ANSI B31.1, Code for Pressure Piping, unless otherwise specified. Pipe and fittings with a wall thickness of 3/16 inch and greater shall have ends beveled for welding. All welding on steel pipelines shall be performed by certified welders having current certificates conforming to requirements of the ANSI Code. Such certification shall be submitted to the Engineer before proceeding with any pipe welding.

Steel pipelines, with interior lining, shall be shop welded. No field welding on such pipelines will be permitted unless authorized in writing by the Engineer. Steel pipelines shall be shop welded and fabricated complete which includes fittings, lugs, anchors, supports, flanges, and like items, ready for field assembly before linings, as specified, are applied. Pipeline lining, where specified, shall include pipe, fittings, and specials.

W-67.04 Sleeve-Type Couplings

Except where standard solid sleeves or split sleeves are shown or specified, sleeve-type coupling for steel pipe shall be Style 38 couplings as made by Dresser Industries, Inc., or Type 411 as made by Smith-Blair, or equal. Gaskets shall be of molded rubber, Dresser Plain Grade 27, Smith-Blair 003, or equal. Middle rings shall be without a pipe stop and shall be at least 1/4 inch thick and 5 inches wide for 8-inch and smaller pipe, 3/8 inch thick and 7 inches wide for 10-inch through 30-inch pipe, and 1/2 inch thick and 10 inches wide for 36-inch and larger pipe with follower rings of appropriate thickness, unless otherwise shown or specified.

Sleeve-type couplings shall be shop coated with Dresser Red "D" Shop-Coat, Smith-Blair Standard Blue Shop Coat, or equal, nontoxic material compatible with the finished coatings specified.

The ends of pipe and fittings which are to have sleeve-type couplings shall be left free of shop coat or field coat for a distance of 12 inches, until after installation, when the pipe and couplings exposed to view shall be field painted as specified or directed.

W-67.05 Harnessing

The steel pipe joint harness shall consist of two or more steel tie rods set diametrically opposite, generally on the horizontal diameter of the pipe, extending across the joint from fabricated bent steel plate lugs welded to the pipe at either side of the joint. Steel plates used in the fabrication of bent plate lugs shall conform to ASTM A 242. Lugs and welds shall be designed to develop the full strength of the tie rods.

Harness tie rods and nuts shall be of mild steel meeting the requirements of ASTM A 307 Grade B. Nuts shall be hexagonal and have a standard chamfer on the back face.

W-67.06 Expansion and Flexible Couplings

Ample provision shall be made for flexibility in all pipelines to compensate for expansion. Expansion devices shall be adequate to allow the lines to expand and contract freely without injury to any part of the piping system. The devices may be in the form of expansion joints, expansion couplings, swivel or swing joints or pipe bends, and include such anchors as may be shown, specified, or required to make the devices effective. If expansion devices are not required, all runs of pipe subject to change in length shall be fabricated shorter than their theoretical length to the extent that there may be freedom to expand without increasing the stresses imposed when cold.

Expansion joints shall be provided with adequate tie rods to limit the axial movement at the specified test pressures, except where otherwise noted or specified.

W-67.07 Handling

During loading, transportation, and unloading, extraordinary care shall be taken to prevent injury to the pipes and coating. Loading and unloading shall be done slowly with each pipe under perfect control at all times. Under no circumstances shall a pipe be dropped. Suitable skids or blocks shall be placed under each pipe in the shop and the pipe shall be securely wedged during transportation to ensure the least possible injury to pipe, lining, and coating.

Pipe shall be handled with equipment such as stout canvas slings and wide padded skids, designed to prevent damage to the coating. The use of bare cables, chains, hooks, metal bars, or narrow skids in contact with the coating will not be permitted. All pipe handling and hauling equipment shall meet the approval of the Engineer before use. The ends

of coated pipe shall be protected with roofing paper to prevent damage to the coating during transit. Abrasions and injuries shall be promptly and efficiently repaired.

Pieces shall be examined for defects and no piece shall be installed which is known to be defective. If any defective piece should be discovered after having been installed, it shall be removed and replaced with a sound one in a satisfactory manner by the Contractor at his own expense.

W-67.08 Erection

Steel pipelines shall be furnished, fabricated, erected, and otherwise installed to the lines, elevations, locations, and dimensions shown, specified, and required for a complete installation. In all existing structures and new structures as applicable, the Contractor shall verify all dimensions shown on the Plans and shall take such field dimensions that may be necessary to properly fabricate, locate, erect, connect to existing work, and otherwise install all steel pipelines, pipe supports, pipe anchors, and structural frames required for steel pipelines. Where temporary supports are used, they shall be sufficiently rigid to prevent shifting or distortion of the pipe. Expansion devices shall be properly adjusted so that pipelines will be tight during expansion and contraction.

For sleeve type couplings, diametrically opposite bolts shall be equally tightened on the connection so that the gaskets will be brought up evenly all around the pipe. Final tightening shall be done with torque wrenches set for the torque recommended by the coupling manufacturer.

W-67.09 Hangers and Supports

All steel pipelines shall be permanently erected and supporting devices shall be furnished and installed as specified on the construction plans.

W-67.10 Linings and Coatings - General

In general, all linings and coatings, except coatings applied as field painting, shall be shop applied.

Linings and coatings, where such are specified, shall be applied to all pipe and fittings.

All bolts, nuts, couplings, and the like shall be well coated after the joint has been made.

Painting shall conform to the Workmanship and Materials section headed "Painting."

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SECTION 68 - MISCELLANEOUS PIPE AND FITTINGS

W-68.01 General

Miscellaneous pipe and fittings include all aluminum, copper, brass, plastic, cast iron soil pipe and fittings. Such pipelines shall be provided where shown or specified.

Completely detailed working drawings shall be submitted by the Contractor for approval by the Engineer in conformance with the requirements of the General Provisions. Such drawings shall show the piping layouts and contain schedules of all pipe, fittings, valves, expansion joints, flexible couplings, hangars and supports, and other appurtenances. When any of the work is of special design, such work shall be shown in large detail and shall be completely described and dimensioned.

Miscellaneous pipelines which are shown in diagram on the Plans shall be arranged clear of other pipelines and equipment and be fitted and installed in a neat and workmanlike manner in accordance with approved shop drawings. An adequate number of unions shall be provided in main pipe and branch pipe runs to facilitate dismantling or removal of pipeline sections without disturbing adjacent branch or connecting lines.

Where connections between pipelines or equipment of corrosion-causing dissimilar metals are required, the junction of the two dissimilar metals shall be made through a dielectric insulating coupling, union, or other approved dielectric insulating device. Dielectric insulating fittings shall be those manufactured by Walter Vallett Company, Detroit, MI; EPCO, Inc., Cleveland, OH; or equal.

Couplings will be permitted only to join standard lengths of pipe and as required to complete a straight run of pipe. Joining by couplings, of random lengths of pipe and cuttings from standard lengths to form a required run, will not be permitted.

Reduced fittings shall be used for all changes in pipe size. Bushings will not be permitted.

W-68.02 Aluminum Pipe and Fittings

Aluminum pipe shall be ANSI B36.10, Schedule 40, Alloy AA No. 6061-T6 conforming to ASTM B 241. Fittings shall be aluminum forged welding fittings or cast threaded fittings conforming to ASTM B 26 or B 108. Joints shall be flanged or made with aluminum mechanical couplings for use with grooved, flared, or plain end pipe. When grooved couplings are used, the grooves shall be rolled into the pipe in conformance with the coupling manufacturer's specifications. Cut grooves will not be permitted. Fittings and couplings shall be carefully assembled with an approved lubricating compound to prevent seizing of the connection and overstressing of the pipe. For pipelines subject to internal pressure, the lubricating compound shall provide lubrication and sealing.

Supports for aluminum pipelines shall be aluminum, hot-dipped galvanized steel or other approved type painted with a minimum of two coats of high quality aluminum paint before erection.

Where aluminum pipelines are specified to be hot bituminous coated and wrapped, the work shall conform with the requirements of the Workmanship and Materials section headed "Steel Pipe and Fittings," except that the reinforcing wrap used in conjunction with the coating shall be of borosilicate-type glass fiber.

Plastic tape wrapping may be used for aluminum pipelines in lieu of hot bituminous coating and wrapping. Plastic tape shall be 14 mils minimum thickness Polyken 900 or 980 as manufactured by the Kendal Company; Trantext E-20 as manufactured by Johns-Manville; or equal. The tape shall be applied over the manufacturer's primer and in strict

accordance with the manufacturer's instructions. Plastic tape wrapping on pipelines shall be tested using high voltage type detection equipment to signal a holiday across a gap twice as great as the tape thickness.

Where aluminum pipelines are encased in concrete, all pipe and fittings in contact with concrete shall be given 4 coats of asphalt varnish meeting the requirements of Fed. Spec. TT-V-51.

Aluminum pipelines to be painted shall conform to the requirements of the Workmanship and Materials section headed "Painting."

Connections to equipment shall be made with screwed connections or flexible pipe as shown on the Plans. Flexible piping shall be of the same nominal size as that of the connected pipe with a strength adequate for the pipeline pressures specified. Pipe ends shall be securely anchored where connected to flexible piping. Flexible piping shall be helically corrugated metal hose with screwed connections and shall be Series 300, bronze braided, as made by Flexonics, Inc., Bartlett, IL. or equal.

W-68.03 Brass Pipe and Fittings

Brass pipe shall be red brass pipe meeting the requirements of ASTM B 43. Pipe sizes, wall thickness, and dimensions shall meet the requirements of ASTM B 251 Table I for regular pipe. Brass pipe fittings shall be screwed and malleable iron pattern meeting the requirements of ANSI B 16.15. They shall be finished rough, unless otherwise specified. Unions shall be of all brass or bronze with ground joints and shall be left semi-finished. Fittings shall be rated for steam working pressures up to 125 psi. Joints shall be screwed type with threads clean cut, tapered and smooth meeting the requirements of ANSI B2.1.

W-68.04 Plastic Pipe and Fittings

Plastic pipe and fittings shall be Schedule 80 PVC pipe meeting the requirements of ASTM D 1785 Type 1, Grade 1, normal impact.

Chlorinated polyvinyl chloride (CPVC) shall meet the requirements of ASTM F 441. Plastic fittings shall be solvent welding socket type meeting the requirements of ASTM D 2467 for PVC and F 439 for CPVC unless shown or specified otherwise. Solvent cement for PVC and CPVC plastic pipe and fittings shall meet the requirements of ASTM D 2564. Adequate provision shall be made for pipe expansion.

W-68.05 Cast-Iron Soil Pipe and Fittings

Cast-iron soil pipe and fittings shall be extra heavy and shall meet the requirements of Commercial Standard CS 188 published by the United States Department of Commerce. Pipe and fittings which will not be exposed in the finished work shall have a bituminous lining and coating meeting the requirements of ANSI A21.6. Pipe and fittings exposed in the finished work shall be painted on the outside as specified for cast-iron pipelines in the Workmanship and Materials section headed "Painting."

Joints shall be lead and oakum or rubber gasket compression type. Leaded joints shall be thoroughly caulked with packed oakum and molten lead. Twelve ounces of soft pig or bar lead shall be used in each joint for each 1-inch diameter pipe. The lead shall be poured in at one time. The face of lead joints shall be finished with the face of the hub and left without putty, paint, or cement. Rubber gasket joints shall have gaskets extending for the full depth of the bell and overlapping the face of the bell. All joints shall be leakproof and gastight. Joints made before setting pipe shall be remade after being placed in position.

W-68.06 Copper Pipe and Fittings

Copper pipe 3 inches in diameter and smaller shall be Type K hard drawn copper tubing and shall meet the requirements of ASTM B 88. Fittings for copper tubing shall be case-brass solder fittings. Joints shall be threaded or soldered.

Copper pipe larger than 3 inches in diameter shall be regular seamless copper pipe meeting the requirements of ASTM B 42. Fittings for copper pipe shall be solder type of the same material as the pipe. Joints shall be threaded or brazed.

W-68.07 Fiberglass Reinforced Plastic Pipe and Fittings

Fiberglass reinforced plastic (FRP) pipe and fittings shall be constructed by filament winding and custom contact molded techniques. The polyester resin used shall be corrosion resistant in the presence of sewage and sewage gases, shall be non-pigmented, and shall be ICI Americas ATLAC 400, Ashland Chemical ARAPOL 7240, or equal. FRP pipe shall be constructed in general in conformance with Voluntary Product Standard PS 15-69.

FRP pipe shall be free from all defects including indentations, delaminations, bubbles, pinholes, scratches, cracks, foreign inclusions, and resin-starved areas. The pipe shall be round and straight and the bore of the pipe shall be smooth and uniform.

The FRP pipe shall be a filament wound laminate with an inner corrosion barrier, a structural layer, and an outer corrosion barrier. The inner layer shall be composed of "C" glass surface veil, 10 mils thick, and two layers of 1-1/2 ounce mat. This layer shall be hand rolled and allowed to harden.

The structural layer shall consist of alternate layers of filament wound roving, Type "E" glass, with a layer of 1-1/2 ounce mat embedded in the rovings at the mid-point of construction.

The outer layer shall consist of 1-1/2 ounce mat hand rolled. U.V. inhibitor shall be incorporated in the final coat of resin. The outer surface shall be relatively smooth with no exposed glass fibers.

Flanges shall be custom contact molded on pipe stubs with a liner of "C" glass and additional layers of 1-1/2 ounce mat. Flanges shall be designed for an internal pressure of 25 psi. The flange outside diameter, bolt circles, number of bolt holes, and bolt-hole diameters shall be in accordance with ANSI Class 150. All bolts shall be Type 304 stainless steel.

Cut edges shall be coated with the specified resin.

Mold release agents shall be removed prior to shipment.

FRP pipe and fittings shall be shipped horizontal on padded cradles. All tie-down straps shall have provisions for thermal expansion and shall be padded where in contact with the pipe or fittings. Flange faces shall be protected in shipment by covering with plywood or hardboard securely fastened.

W-68.08 Expansion and Flexible Couplings

Provisions for pipeline expansion shall be in accordance with the Workmanship and Materials section headed "Steel Pipe and Fittings."

W-68.09 Sleeves and Wall Castings

At all points where pipes must pass through walls or floors of structures where wall castings are not provided, the Contractor shall install suitable sleeves unless shown or specified otherwise. Sleeves inside buildings and between floors shall be of steel with a minimum thickness of Schedule 40 and the space between the pipe and the sleeve shall be caulked with lead and oakum. Sleeves through walls of structures shall be cast-iron solid sleeves meeting the requirements of AWWA C100 with caulked bell and spigot or mechanical joint ends, except as otherwise specified.

Sleeves through walls where piping materials, as scheduled and detailed on the Plans, are not suited for use with cast-iron solid sleeves as previously specified, shall be of steel with a minimum thickness of Schedule 40. Seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and the sleeve. The modular mechanical seals shall be Link Seal as manufactured by Thunderline Corp., Wayne, MI, or equal.

Piping and vents through roofs shall be provided with caulked sleeves and a 6-pound sheet lead flashing consisting of a 24- by 24-inch flat base with a tubular vertical sleeve surrounding the pipe. The tubular sleeve shall turn in at the top of the pipe or be attached to the pipe with a flashing ring, depending on the termination arrangement of the pipe or vent.

W-68.10 Cleanouts

Cleanouts shall be provided where shown or specified, and shall meet the requirements of the Workmanship and Materials section headed "Ductile Iron Pipe and Fittings," unless otherwise specified.

W-68.11 Laying and Jointing Buried Pipelines

Miscellaneous pipe shall be transported, delivered, and installed in accordance with the requirements of the Workmanship and Materials section headed "Laying and Jointing Buried Pipeline."

W-68.12 Erecting and Jointing Interior Piping

All miscellaneous pipelines shall be permanently erected and supporting devices shall be furnished and installed as specified in the Workmanship and Materials section headed "Erecting and Jointing Interior Piping."

W-68.13 Insulation

Miscellaneous pipelines shall be insulated where shown or specified and shall conform to the requirements of the Workmanship and Materials section headed "Insulation."

W-68.14 Drip Pans

The Contractor shall furnish and install 16-ounce copper polished reinforced drip pans under all metallic pipelines installed over electrical equipment. The drip pans shall be properly drained, tapped, and connected with 1/2-inch red brass pipe into the drainage system.

W-68.15 Soil and Waste Piping

All piping for soil or waste, and vent 3 inches in diameter and smaller shall be of copper as specified hereinbefore unless otherwise shown or required. All piping for soil, waste, vent or drain lines 4 inches in diameter and larger, shall be

ductile-iron soil pipe as specified hereinbefore unless otherwise shown or required. Screwed cleanouts shall be provided at the ends of all drainage lines, at changes of direction, and at other points to make the entire drainage system accessible for rodding. Cleanouts shall be the same size as piping but not larger than 4-inch diameter and shall be closed gastight with cast-brass cleanout plugs. Cleanouts not accessible below the floor shall be extended to the floor level and provided with deck plate plugs.

Horizontal soil or waste drainage piping 2-1/2 inches in diameter and smaller shall be installed with a minimum uniform pitch of 1/4 inch per running foot. Horizontal soil or waste drainage piping 3 inches in diameter and larger shall be installed with a minimum uniform pitch of 1/8 inch per running foot. Offsets in piping shall be made at angles of 45 degrees or less. Horizontal vent piping shall be graded to prevent an accumulation of water.

Each vent pipe passing through a roof shall be provided with a 6-pound sheet lead flashing consisting of a 24- by 24-inch flat base with a tubular vertical sleeve surrounding the pipe. The tubular sleeve shall turn in at the top of the pipe or be attached to the pipe with a flashing ring, depending on the termination arrangement of the pipe or vent.

W-68.16 Hot and Cold City Water Piping

Water piping shall be installed to permit easy drainage of all parts of the system. Low points of water piping shall be provided with a 1/2-inch globe valve, nipple, and 3/4-inch hose coupling.

Swing joints or expansion loops shall be installed where necessary to allow for pipe expansion. Branches from hot water mains shall be provided with at least four fittings, including the tee in the main. Threaded fittings shall be used at swing joints.

All piping shall be sectionally controlled by shutoff valves to permit shutting off groups of fixtures without interrupting service to other parts of the system. All connections to equipment, fixtures, and apparatus shall be provided with shutoff valves. All valves shall be installed with stems on the horizontal or above the horizontal. Valves shall not be installed with stems below the horizontal plane.

Air chambers at least 12 inches long and the same pipe size as the water branch shall be provided at each plumbing fixture. All nipples shall be made of extra heavy pipe. Close nipples will not be permitted.

W-68.17 Drains

Piping for floor drains shall be ductile-iron soil pipe as specified hereinbefore. Floor drainage piping shall be pitched as shown or required to give complete drainage. Screwed cleanouts shall be provided at the ends of all drainage lines, at changes in direction, and at other points necessary to make the entire drainage system accessible for rodding. Cleanouts shall be the same size as piping but not larger than 4 inches, unless otherwise shown or specified. Equipment drains shall be 2 inches minimum or larger if required for approved equipment. Equipment drains are only generally located on the Plans. Final locations of equipment drains shall be as required to serve approved equipment.

In the following schedule of drainage appurtenances, catalog numbers refer to items manufactured by Josam or Neenah Foundry. Equal items by Wade, Zurn, or East Jordan Iron Works will be acceptable:

Roof Drains: Josam 4110, 4-inch minimum
Floor Drains: Josam 3510, 4-inch unless otherwise shown
Cleanouts: Josam 8310
Equipment Drains: Josam 3510 with Model FF Funnel
Gallery Drains: Neenah Model R-4941

W-68.18 Painting, Linings, Coatings

Painting shall conform to the requirements of the Workmanship and Materials section headed "Painting."

Linings and coatings, unless specified otherwise, shall be applied to all parts of the pipelines, including fittings, flanges, wall pipes, or castings.

Where buried piping connects to aboveground pipe, the coating or other protection for the buried pipe shall extend 6 inches above finish or other grade given by the Engineer.

* * *

SECTION 88 - CAULKING AND SEALING

W-88.01 General

Caulking and sealing includes furnishing and installing the caulking and sealing work shown, specified, and required to complete the work. Caulking and sealing shall include, but is not limited to, the following: interior and exterior perimeter joints around all doors, windows, louvers, and frames; control joints; expansion and contraction joints, pressure-relieving joints, stone masonry joints, precast concrete joints, perimeter of ducts and conduits at walls and partitions and accessories and appurtenances required for the work.

Materials other than the sealant shall be as recommended by the sealant manufacturer and as approved.

W-88.02 Materials

The sealant shall be based on liquid polyurethane polymer. The sealant shall be delivered to the job site in sealed containers bearing the manufacturer's name and product designation. The sealant shall be a two component elastomeric sealant conforming to Fed. Spec. TT-S-00227E or ANSI 116.1.

The color of the sealant shall match that of the adjacent surface.

Primer, where required, shall be tested for staining and durability on samples of actual surface to be sealed.

Backup materials and preformed joint fillers shall be nonstaining, compatible with sealant and primer, and of a resilient nature, such as closed cell polyethylene rod, closed cell urethane or neoprene rod, or elastomeric tubing or rod. Materials impregnated with oil, bitumen, or similar materials shall not be used. Size and shape shall be as shown by joint details. Sealant shall not adhere to backup material.

Bond breakers, where required, shall be polyethylene tape.

Solvents and cleaning agents shall be compatible with the caulking compound, backup material, and bond breakers.

Primer, backup materials, bond breakers, and solvents shall be as recommended by the sealant manufacturer in writing.

W-88.03 Installation

All joints shall be thoroughly cleaned and all foreign matter such as dust, oil, grease, water, surface dirt, and frost removed. Porous materials such as concrete, masonry, or stone shall be cleaned by mechanical means, water blast cleaning, acid washing, or a combination of these methods as required to provide a clean, sound base surface for adhesion of the caulking compound.

Concrete shall be fully cured and free of laitance, loose aggregate, mold release agents, curing compounds, water repellents, and other surface treatments. If surface treatments are present, tests for adhesion shall be made before proceeding with the caulking and sealing.

Nonporous surfaces such as metal and glass shall be cleaned by approved mechanical means. Protective coatings on metallic surfaces shall be removed by a solvent that will not stain or leave a residue. Joint areas shall be

protected with masking tape or film and shall be cleaned after removal of tape or film.

Joints which are shown to receive caulking and sealing shall be a minimum of 1/4 inch wide by 1/4 inch deep, unless otherwise approved.

Joints in concrete, masonry, and stone shall be as follows:

<u>Joint width</u>	<u>Depth of Caulking</u>
Up to 1/2 inch	Equal to width of joint
1/2 to 1 inch	1/2 inch
1 to 2 inches	1/2 of the joint width

Joints in metal, glass, and other nonporous surfaces shall be a minimum depth of one-half the applied sealant width, and shall not exceed the applied sealant width.

Backup material or joint filler, of the type and size specified or shown, shall be installed at the proper depth in the joints to provide sealant dimensions specified. Backup material shall be of suitable size and shape so that when compressed, 25 to 50 percent, it will fit in joints as required. The sealant shall not be applied without backup material and, if necessary, bond breaker strip. When using backup of hose or rod stock, the material shall be rolled into the joint to avoid lengthwise stretching. Hose or rod stock shall not be twisted or braided. Specified bond breaker strips shall be used between sealant and supporting type backup material. Bond breaker strips shall be used between sealant and supporting type backup material. Bond breaker strips shall be used in all joints where sufficient room for backup does not exist.

All caulking and sealing work shall be done by workmen specializing in the application of caulking and sealants in strict conformance with the sealant manufacturer's recommendations. Masking tape shall be applied, where required, in continuous strips in alignment with joint edge. The sealant shall be applied with a power-actuated gun or other means approved by the Engineer. The gun shall have a nozzle of approved size and shall provide sufficient pressure to completely fill the joints as detailed. All joint surfaces shall be neatly pointed or tooled to provide the contour of recess indicated on the details and the masking tape shall be removed. All joints shall be watertight.

* * *

SECTION 113 - DISPOSAL OF DEBRIS

W-113.01 General

The Contractor shall furnish all labor, materials, and equipment required to transport and dispose of debris removed from all pipelines and structures. Debris shall be defined as all material existing in the pipeline for which removal is required to provide a clean pipeline.

W-113.02 Scope of Work

The Contractor will be permitted to transport and temporarily store debris at the Howard F. Curren AWT Plant at 2700 Maritime Boulevard between the hours of 6:00 a.m. to 6:00 p.m., as directed by the Engineer. Within 30 days after the completion of the work, the Contractor will be responsible for hauling the stored debris from the Treatment Plant to an approved disposal site. Final payment will not be issued until the debris is entirely removed from the temporary storage area. The Contractor shall also be responsible for providing all equipment required for dumping and collecting debris at the temporary storage area. No Treatment Plant personnel or equipment will be provided for this purpose. In addition, the Contractor will have the following responsibilities:

- a. Be solely responsible to handle, transport, test, permit, and dispose of debris in accordance with all applicable regulatory requirements.
- b. For transportation between project site and disposal site.
- c. To apply for, pay fees, and obtain all required environmental or transportation permits prior to handling debris. Permitting agencies include, but are not limited to, EPA, DER, DOT, Hillsborough County, City of Tampa, and Expressway Authority.
- d. To perform all necessary tests as required by permit and all applicable regulatory requirements.
- e. To select a disposal site and acquire approval from the disposal site owner for disposal of debris. The Contractor is responsible to pay all applicable disposal fees.

* * *

SECTION 5120 - STRUCTURAL STEEL

Part 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. Structural steel shapes and plate.
2. Fasteners:
 - a. Assembly bolts.
 - b. Eyebolts.
 - c. High strength bolts.
3. Thread coating.
4. Welding.

B. Related sections:

1. Section 09400 - Coatings.
2. Section 13233 - Digester Covers.

1.02 REFERENCES

A. American institute of Steel Construction (AISC):

2005 Specification for Structural Steel Buildings.

B. American National Standards Institute (ANSI):

1. B212-15 - Cutting Tools - Carbide-tipped Masonry Drills and Blanks for Carbide-tipped Masonry Drills_

C. American Welding Society (AWS):

1. A5.1 - Specification for Carbon Steel Electrodes for Shielded Metal Arc Welding.
2. A5.17 - Specification for Carbon Steel Electrodes and Fluxes for Submerged Arc Welding.
3. A5.20 - Specification for Carbon Steel Electrodes for Flux Cored Arc Welding.
4. D1.1 - Structural Welding Code - Steel.
5. D10.4 - Recommended Practices for Welding Austenitic Chromium-Nickel Stainless Steel Piping and Tubing.

D. ASTM International (ASTM):

1. A 29 - Standard Specification for Steel Bars, Carbon and Alloy, Hot-Wrought, General Requirements for.
2. A 361 A 36M - Standard Specification for Carbon Structural Steel.
3. A 53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded, and Seamless.
4. A 108 - Standard Specification for Steel Bars, Carbon, Cold Finished.
5. A 123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
6. A 1531A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

7. A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
8. A 276 - Standard Specification for Stainless Steel Bars and Shapes.
9. A 307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
10. A 325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 1201105 ksi Minimum Tensile Strength.
11. A 489 - Standard Specification for Carbon Steel Lifting Eyes.
12. A 490 - Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength.
13. A 496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
14. A 500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
15. A 501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
16. A 992 | A 992M - Standard Specification for Structural Steel Shapes.
17. F 593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
18. F 959 - Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners.

E. International Code Council (ICC):

1. International Building Code (IBC).
2. AC 01 - Acceptance Criteria for Expansion Anchors in Masonry Elements.
3. AC 58 - Acceptance Criteria for Adhesive Anchors in Masonry Elements.
4. AC 193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements.
5. AC 308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements.

1.03 SUBMITTALS

A. Quality control submittals:

1. Submit shop drawings of members to be fabricated before starting their fabrication.
2. Welder's certificates.
3. Submit steel fabricator's certification.

B. Test reports:

1. Certified copies of mill tests and analyses made in accordance with applicable ASTM standards, or reports from a recognized commercial laboratory, including chemical and tensile properties of each shipment of structural steel or part thereof having common properties.

1.04 QUALITY ASSURANCE

A. Qualifications:

1. Perform welding of structural metals with welders who have current AWS certificate for the type of welding to be performed.
2. Steel fabricators shall be certified by the AISC or other certification as recognized and accepted by the local building official having jurisdiction.
3. Notify ENGINEER 24 hours minimum before starting shop or field welding.

4. ENGINEER may check materials, equipment, and qualifications of welders,
5. Remove welders performing unsatisfactory Work, or require to requalify.
6. Testing agency may use gamma ray, magnetic particle, dye penetrant, trepanning, or other aids to visual inspection to examine any part of welds or all welds.
7. CONTRACTOR shall bear costs of all testing and also retests on defective welds.
8. CONTRACTOR shall also bear costs in connection with qualifying welders.

B. Certification:

Steel fabricators shall be certified by the AISC or other certification acceptable to the local building official having jurisdiction.

C. The City shall retain an independent testing and inspection agency to inspect welded connections and to perform tests and prepare test reports.

D. Testing agency shall conduct and interpret tests and state in each report whether test specimens comply with requirements and specifically state any deviations from those requirements.

E. Testing agency may inspect structural steel at plant before shipment; however, City reserves right, at any time before final acceptance, to reject material not complying with specific requirement.

F. Shop/field inspection will include periodic inspection at the place of fabrication and identification of tested material, checking of fabrication for compliance with approved shop drawings, project specifications, inspection of shop painting, as well as the following:

1. Examination of all steel for straightness and alignment.
2. Examination of all fabricated pieces and checking of same with erection plans and detail drawings.
3. Shop-Bolted Connections: Inspect in accordance with AISC Specifications.
4. Welding: Inspect and test during fabrication and erection of structural steel assemblies as follows:

- a. Check that welders are certified.
- b. Record type and locations of defects found in work.
- c. Record work required and performed to correct deficiencies or defects found.
- b. Perform periodic visual inspections of random welds.
- c. Perform the following:
 1. Ultrasonic Inspections: ASTM E164. 100% of first 400 welds or more until rejection rate is less than 5% and then 25% as long as rejection rate remains below 5%.
 2. Magnetic Particle Testing: ASTM E109. 25% of fillet welds with size larger than 1/4".

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Packing and shipping: Deliver structural steel free from mill scale, rust, and pitting.
- B. Storage and protection: Until erection and painting, protect from weather items not galvanized or protected by a shop coat of paint.

PART 2 PRODUCTS 2.01

MATERIALS

- A. Unless otherwise specified or indicated on the Drawings, materials shall conform to the following:

Item	ASTM Standard	Class, Grade, Type, or Alloy Number
Steel		
Plate, bars, rolled shapes (except W and WT shapes), and miscellaneous items	A 361 A 36M	--
Rolled W and WT shapes	A 992 / A 992M	Grade 50
Hollow structural sections (HSS): Round, square, or rectangular	A 500	Grade B
Tubing, hot-formed	A 501	
Round HSS	A 500	Grade B
Steel pipe	A 53	Grade B
Stainless steel		
Plate, sheet, and strip	A 240	Type 304* or 316**
Bars and shapes	A 276	Type 304* or 316**
* Use Type 304L if material ** Use Type 316L if material	will be welded. will be welded.	

- B. Where stainless steel is welded, use low-carbon stainless steel.

2.02 FASTENERS

- A. General: Furnish threaded fasteners, except high strength bolts, with flat washers, and self-locking nuts, or lock washers and nuts.
1. Bolt heads and nuts: Hex-type.
 2. Bolts, nuts, and washers: Of domestic manufacture.
 3. Where bolts, including anchor bolts, nuts, washers, and similar fasteners are specified to be galvanized, galvanize in accordance with ASTM A 1531 A 153M.
- B. Assembly bolts:
1. Bolts, nuts, and washers for field-assembled construction shall be ASTM A 325 unless otherwise noted.
- C. Eyebolts:
1. Welded or forged, when manufactured of materials other than carbon steel.

2. Having geometric and strength characteristics of eyebolts specified in ASTM A 489, Type 1. The strength characteristics include proof load requirements, breaking strength requirements, tensile strength requirements, bend test, and impact strength.

D. High strength bolts: High strength bolts, nuts, and hardened flat washers shall be in accordance with ASTM A 325 or ASTM A 490.

2.03 FABRICATION

A. Shop assembly:

1. Fabricate structural steel in conformance with AISC "Specification for the Structural Steel Buildings -Allowable Stress Design and Plastic Design," unless otherwise specified or modified by applicable regulatory requirements.
2. Where anchors, connections, or other details of structural steel are not specifically indicated on the Drawings or specified, their material, size and form shall be equivalent in quality and workmanship to items specified.
3. For Structural members such as W shapes, S shapes, channels, angles, and similar members not available in quantity, size, and type of stainless steel specified or indicated on the Drawings:
 - a. Fabricate by welding together pieces of low carbon stainless steel plate, such as Type 316L.
 - b. Make full penetration welds between pieces of plate to attain same or higher section modulus and moment of inertia.
4. Round off sharp and hazardous projections and grind smooth.
5. Take measurements necessary to properly fit work in the field. Take responsibility for and be governed by the measurements and proper working out of all the details.
6. Take responsibility for correct fitting of all metal work.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of conditions: Examine Work in place to verify that it is satisfactory to receive the Work of this Section. If unsatisfactory conditions exist, do not begin this Work until such conditions have been corrected.

3.02 ERECTION

A. General:

1. Fabricate structural and foundry items to true dimensions without warp or twist.
2. Form welded closures neatly, and grind off smooth where weld material interferes with fit or is unsightly.
3. Install structural items accurately and securely, true to level, plumb, in correct alignment and grade, with all parts bearing or fitting structure or equipment for which intended.
4. Do not cock out of alignment, redrill, reshape, or force fit fabricated items.
5. Place anchor bolts or other anchoring devices accurately and make surfaces that bear against structural items smooth and level.
6. Rigidly support and brace structural items needing special alignment to preserve straight, level, even, and smooth lines. Keep structural items braced until concrete, grout, or dry pack mortar has hardened for 48 hours minimum.

7. Erect structural steel in conformance with AISC "Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design," unless otherwise specified or modified by applicable regulatory requirements.
 8. Where anchors, connections, and other details of structural steel erection are not specifically indicated on the Drawings or specified, form, locate, and attach with equivalent in quality and workmanship to items specified.
 9. Round off sharp or hazardous projections and grind smooth.
 10. Paint or coat steel items as specified in Section 9400.
- B. Welding - General:
1. Make welds full penetration type.
 2. Remove backing bars and weld tabs after completion of weld. Repair defective welds observed after removal of backing bars and weld tabs.
- C. Welding stainless steel:
1. General: Comply with AWS D1.1.
 - a. Perform with electrodes and techniques in accordance with AWS D10.4.
- D. Welding carbon steel:
1. General: Comply with AWS D1.1:
 - a. Weld ASTM A 361 A 36M and A 9921 A 992M structural steel, ASTM A 500 and A 501 structural tubing, and ASTM A 53 pipe with electrodes conforming to AWS A5.1, using E70XX electrodes; AWS A5.17, using F7X-EXXX electrodes; or AWS A5.20, using E7XT-X electrodes:
 2. Field repair cut or otherwise damaged galvanized surfaces to equivalent original conditions using a galvanized surface repair.
- E. Interface with other products:
1. Where steel fasteners come in contact with aluminum or other dissimilar metals, bolt with stainless steel bolts and separate or isolate from dissimilar metals with isolating sleeves and washers.
 - a. Prior to installing nuts, coat threads of stainless steel fasteners with thread coating to prevent galling of threads.
- F. Fasteners:
1. General:
 - a. Install bolts, including anchor bolts and concrete anchors, to project 2 threads minimum, but 1/2 inch maximum beyond nut.
 - b. Unless otherwise specified, tighten bolts, including anchor bolts and concrete anchors, to the "snug-tight" condition, defined as tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench.

3.03 WORKMANSHIP

The design, workmanship, and erection shall conform to the requirements of the latest AISC Specifications for Design, Fabrication and Erection of Structural Steel for Buildings unless otherwise shown, specified, or required. The Contractor shall be solely responsible for the correctness of all shop and field fabrication and fit. Members shall

be straight, shall fit closely together, and finished work shall be free from burrs, twists, bends, and open joints. Holes, connecting angles, supports and braces for stair stringers, equipment, apparatus, and similar work shall be provided where required. Structural plates and members for equipment, piping, and similar supports shall be 1/4-inch minimum thickness, unless shown or specified otherwise.

Where shop assembly of field connections is shown, specified, or required, the pieces shall be matchmarked before disassembly. No drifting will be allowed. In case the eccentricity is too great for good work or the strength of the joint is liable to be weakened by reaming, the piece shall be rejected and a new and satisfactory one shall be provided by the Contractor at his own expense.

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