

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 21-C-00010**

# **Ybor Pumping Station Standby Generators**

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

JULY 2021

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

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**BID NOTICE MEMO**

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**Electronic Bids are not allowed for these projects.**

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

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**CONTRACT NO.:** 21-C-00010; Ybor Pumping Station Standby Generators

**PRE-BID MEETING:** 9:30AM, Tuesday, August 17, 2021

**BID OPENING:** 1:30PM, Tuesday, August 31, 2021      **ESTIMATE:** \$930,000      **SCOPE:** Demolition and removal of existing generator terminal boxes, installation of two (2) 500 KW generators with subbase diesel fuel storage tanks, and associated conduit, conductors; instrumentation; construction of generator's concrete foundation and aluminum access platforms and all associated work required for a complete project in accordance with the contract.

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Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. The public is not allowed to attend in person.

To view the Bid Opening follow these instructions:  
To join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/173279197>

You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)  
United States: +1 (646) 749-3131 - One-touch: tel:+16467493131,,173279197#

Access Code: 173-279-197

Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com  
Meeting ID: 173 279 197 Or dial directly: 173279197@67.217.95.2 or 67.217.95.2##173279197

New to GoToMeeting? Get the app now and be ready when your first meeting starts:  
<https://global.gotomeeting.com/install/173279197>

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in this public hearing or meeting should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <http://www.tampagov.net/ADARequest>.

Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled public hearing or meeting.

Plans and Specifications and Addenda for this work may be examined at, and downloaded from, [www.demandstar.com](http://www.demandstar.com). Files are also available at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>.

**Email Questions to:** [contractadministration@tampagov.net](mailto:contractadministration@tampagov.net).

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NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA  
Contract 21-C-00010; Ybor Pumping Station Standby Generators

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., August 31, 2021, in the 4<sup>th</sup> 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, demolition and removal of existing generator terminal boxes, installation of two (2) 500 KW generators with subbase diesel fuel storage tanks, and associated conduit, conductors; instrumentation; construction of generator's concrete foundation and aluminum access platforms 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 are posted at DemandStar.com. Backup files may be downloaded from <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>. 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 a Public Construction Bond within twenty (20) days after receipt of Notice of Award of Contract.

To be eligible to submit a proposal, a Bidder must hold the required and/or appropriate current license, certificate, or registration (e.g. DBPR license/certificate of authorization, etc.) in good standing at the time of receipt of Bids. **Per Section 489.131, Florida Statutes, Proposals submitted for the construction, improvement, remodeling, or repair of public projects must be accompanied by evidence that the Bidder holds the required and/or appropriate current certificate or registration, unless the work to be performed is exempt under Section 489.103, Florida Statutes.**

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., five (5) 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.

Pursuant to Section 2-282, City of Tampa Code, during the solicitation period, including any protest and/or appeal, NO CONTACT with City officers or employees is permitted from any bidder or proposer, other than as specifically stated in this solicitation and as follows:  
Director of the Contract Administration Department (CAD)  
Contracts Management Supervisor, Jim Greiner  
Contract Officer, Jody Gray  
City legal department

Any Requests For Information must be submitted by email to [ContractAdministration@tampagov.net](mailto: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.

Pursuant to Section 287.087, Florida Statutes, under certain circumstances preference may be given to businesses with a drug-free workplace program that meets the requirements of said Section.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Ybor Pumping Station Standby Generators 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.

To be eligible to submit a proposal, a Bidder must hold the required and/or appropriate current license, certificate, or registration (e.g. DBPR license/certificate of authorization, etc.) in good standing at the time of receipt of Bids. **Per Section 489.131, Florida Statutes, Proposals submitted for the construction, improvement, remodeling, or repair of public projects must be accompanied by evidence that the Bidder holds the required and/or appropriate current certificate or registration, unless the work to be performed is exempt under Section 489.103, Florida Statutes.**

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](mailto: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 DemandStar.Com and on the Department's web page. 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 INSTRUCTIONS TO BIDDERS

**SECTION 2 – GENERAL INSTRUCTIONS.** Section I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS 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.

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 County where its principal place of business is. Failure to submit what is required is grounds to reject the bid of that bidder.

**SECTION 2 – GENERAL INSTRUCTIONS.** Section I-2.14 NONDISCRIMINATION IN EMPLOYMENT is changed to add the following to the end of the existing text:

The following provisions are hereby incorporated into any contract executed by or on behalf of the City. Contractor shall comply with the following Statement of Assurance: During the performance of the Contract, the Contractor assures the City, that the Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that Firm/Contractor does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Firm's/Contractor's employees or applicants for employment. Contractor understands and agrees that the Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of the Award/Contract. Furthermore, Contractor herein assures the City that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. Firm/Contractor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Award/Contract. Firm/Contractor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

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 270 consecutive calendar days. The period for performance shall start from the date indicated in the Notice To Proceed.

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 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.

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 the attached and incorporated Special Instructions pages beginning with page INS-1 entitled CITY OF TAMPA INSURANCE REQUIREMENTS, which among other things requires the Contractor to provide a Certificate of Insurance to the City prior to commencing work. The City may from time to time use a third-party vendor to manage its insurance certificates and related documentation which vendor may periodically initiate contact, requests for information, etc. on the City's behalf.

I-1.10 TESTING:

The Contractor shall perform all Quality Control (QC) testing to meet the FDOT requirements in the Florida Department of Transportation, JULY 2020 Standard Specifications for Road and Bridge Construction

INSTRUCTIONS TO BIDDERS  
SECTION 1 – SPECIAL INSTRUCTIONS

I-1.11 EQUAL BUSINESS OPPORTUNITY PROGRAM (EBO) REQUIREMENTS / PROJECT SUBCONTRACTING GOAL(S)

**BIDDERS MUST SUBMIT COMPLETED AND SIGNED CITY OF TAMPA FORMS MBD-10 AND MBD-20 WITH THEIR BIDS. BIDS SUBMITTED WITHOUT THESE COMPLETED FORMS (INCLUDING SIGNATURES) WILL BE DEEMED NON-RESPONSIVE. INSTRUCTIONS ON COMPLETING THE FORMS ARE INCLUDED AFTER EACH FORM IN THIS BID PACKAGE.**

**THE CHECKED BOX INDICATES SECTION THAT APPLIES TO THIS BID.**



**SUBCONTRACTING GOAL – (WMBE and SLBE)**

In accordance with the City of Tampa's EBO Program, Chapter 26.5, City of Tampa Code, the subcontracting goal(s) has/have been established for subcontracting with City-certified underutilized WMBEs (Women and Minority Business Enterprises) and/or SLBEs (Small Local Business Enterprises) on this project (hereinafter "Goal"). *The Goal is based, in part, upon the availability of City-certified firms to perform the anticipated scope of work (Bid is subject to the subcontracting project goal(s) section for which a corresponding numerical percent is indicated).* Project Industry Category: Construction

- Project Goal(s): \_\_\_\_\_% **U-WMBE (Underutilized Woman and Minority Business Enterprise) (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)
- \_\_\_\_\_% **SLBE (Small Local Business Enterprise) (EBO Program)** only City-certified SLBEs
- 2.7% **U-WMBE/SLBE Combined (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)  
together with City-certified SLBEs
- \_\_\_\_\_% **WMBE/SLBE ASPIRATIONAL (EBO Program)** An all-inclusive SLBE/WMBE goal; any City certified firm counts towards goal attainment.

BIDDERS MUST SOLICIT ALL COMPANIES ON THE ATTACHED AVAILABILITY CONTACT LIST at least **five (5) City business days or more prior to bid opening as a first step** to demonstrate Good Faith Efforts to achieve the Goal. Substantive documentation that demonstrates Good Faith Efforts to achieve the Goal **must be submitted with the bid**, including emails, faxes, phone calls, letters, and other communication with City-certified firms. Bidders may explore other potential opportunities for subcontracting by consulting the current directory of all certified firms posted by the City of Tampa at <https://tampa.diversitysoftware.com> as the Availability Contact List may not be inclusive of all firms that could count toward Goal attainment. However, ONLY SUBCONTRACTING with those specific WMBEs designated as "underutilized" by Classification in the appropriate industry category (and, if made applicable by being specifically included in the above Goal, SLBEs) will count toward meeting the Goal. Making Good Faith Efforts through these and other means (not pro-forma) is the responsibility of the Bidder. See the attached Good Faith Effort Compliance Plan (GFCEP) (MBD Form-50) for specific requirements.

GOOD FAITH EFFORT COMPLIANCE PLAN (GFCEP) REQUIRED (MBD FORM-50). When a Goal has been established, the Bidder **must submit** with its bid a Good Faith Effort Compliance Plan (GFCEP) using the attached MBD Form-50 together with supporting documentation as specified therein. **Submittals that do not contain MBD Form-50 when a Goal has been established will be deemed non-responsive.** Additional explanation and documentation is required whenever a City-certified subcontractor's quote is not utilized. Any additional information regarding GFCEP (post-bid) shall be only upon the City's request for clarification of information submitted with bid and not to "cure" omissions or deficiencies of the bid.

**NOTE:** When U-WMBEs are included in a Goal, only those City-certified subcontractors whose WMBE Classification is designated "underutilized" will count toward Goal attainment. Refer to **MBD Form-70** to identify underutilized WMBEs by subcontract Classification for the applicable project industry category. A prime bidder who is a City-certified WMBE and/or SLBE is not exempt from the **GFCEP MBD Form-50** requirements.



**SUBCONTRACTING GOAL – (DBE) FDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The City of Tampa is required to use the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) program on contracts with Federal Highway Administration (FHWA) funds. Effective October 1, 2017 through to September 30, 2020, the overall FDOT DBE aspirational goal is **10.65%** and is *race neutral*, meaning that FDOT believes the aspirational DBE goal may be achieved entirely through ordinary, competitive procurement methods. Despite the absence of a contract specific DBE goal on this project, the City encourages bidders to seek out and use DBEs and other minority, small businesses. For assistance in identifying certified DBEs, FDOT offers the use of its supportive services program accessed via FDOT's Equal Opportunity Office at <http://www.fdot.gov/equalopportunity/serviceproviders.shtm>. FDOT DBE rules and regulations apply to this solicitation, including the requirement to report bidder opportunity information in the FDOT Equal Opportunity Compliance (EOC) web-based application within three (3) business days of submission of the bid for ALL subcontractors who quoted bidder for this specific project. The five (5) char/digit LAP Agreement Contract Number for this project is G \_\_\_\_\_. The web address to the EOC system is: <https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

**NOTE:** Regardless of FDOT DBE program applicability, for data collection purposes bidder still **must submit** City Forms MBD-10 and MBD-20 completed and signed with its bid or the bid will be deemed non-responsive.

**DIVERSITY MANAGEMENT INITIATIVE (DMI) DATA REPORTING FORMS REQUIRED FOR ALL CONTRACTS**

Bidder **must submit**, with its bid, completed and signed Forms MBD-10 and MBD-20 to be considered a responsive bid. Specifically, the 'Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers) (Form MBD-10)' listing all subcontractors (including non-certified) solicited and 'Schedule of All -To Be Utilized Sub-(Contractors/Consultants/Suppliers) (Form MBD-20)' listing all subcontractors (including non-certified) to be utilized. Supplemental forms, such as 'Form MBD-40 Official Letter Of Intent' (LOI), can be submitted with the bid or once declared lowest-responsive bidder. After an award, 'DMI Sub-(Contractors/Consultants/Suppliers) Payment Form (Form MBD-30)' is to be submitted with payment requests to report payments to subcontractors and using the on-line automated MBD compliance software system available at <https://tampa.diversitysoftware.com>

**For additional information about the WMBE and SLBE programs contact the Minority and Small Business Development Office at 813-274-5522. (3-18)**

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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 KeyRating Guide Property/Casualty.

I-1.12 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 issued and executed by (a) surety company(ies) acceptable to the City and licensed to underwrite contracts in the State of Florida. After execution of the Agreement and before commencing work, the Contractor must provide the City a certified copy of the officially recorded Bond.

I-1.13 AGREEMENT

**SECTION 2 – POWERS OF THE CITY’S REPRESENTATIVES**, new Article 2.05:

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 Article 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 Contractor by the City because of the termination shall consist of:

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

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

**SECTION 5 – SUBCONTRACTS AND ASSIGNMENTS**, Article 5.01, Page A-7, last paragraph:

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

**SECTION 8 – CONTRACTOR’S EMPLOYEES**, Article 8.03, Page A-9, delete Article 8.03 in its entirety and

Replace with the following new article:

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 and must not maintain, provide or permit facilities that are segregated.



INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

**SECTION 10 – PAYMENTS**, Article 10.05, Page A-10, 1<sup>st</sup> Paragraph, 1<sup>st</sup> Sentence:  
Change "...fair value of the work done, and may apply for..." to "...fair value of the work done, and shall apply for..."

**SECTION 10 – PAYMENTS**, Article 10.05, Page A-10, 1<sup>st</sup> Paragraph, 1<sup>st</sup> Sentence:  
Change "...fair value of the work done, and may apply for..." to "...fair value of the work done, and shall apply for..." Note: Retainage as referenced in Article 10.05 is limited to a maximum of five percent (5%).

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.02, Page A-12, 1<sup>st</sup> Paragraph, 2<sup>nd</sup> Sentence:  
Delete the 2<sup>nd</sup> Sentence in its entirety and replace it with the following new 2<sup>nd</sup> Sentence:

Without limiting application of Article 11.07, below, 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, defend, and hold harmless the City Indemnified Parties (as defined below) from any and all Claims (as defined below) 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 damages which may be incurred by reason of such infringement at any time during the prosecution or after completion of the work.

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.03, Page A-12:  
Delete Article 11.03 in its entirety and replace with the following new article:  
ARTICLE 11.03 INTENTIONALLY OMITTED.

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.07, Page A-12:  
Delete Article 11.07 in its entirety and replace with the following new article:  
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.

Contractor releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, is entitled to indemnification hereunder. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage.

The parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in fully and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

The obligation of Contractor under this Article is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being

provided to Contractor. Contractor's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Contract.

Contractor agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of Contractor in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Contractor's actions. In reviewing, approving or rejecting any submissions by Contractor or other acts of Contractor, the City in no way assumes or shares any responsibility or liability of Contractor or any tier of subcontractor/subconsultant/supplier, under this Contract.

In the event the law is construed to require a specific consideration for such indemnification, the parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Contractor.

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.12, Page A-13:

Change Article 11.12 to add the following new language after existing text:

The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Contractor agrees to comply with Florida's Public Records Law, including the following:

1. Contractor shall keep and maintain public records required by the City to perform the services under this Agreement;
2. Upon request by the City, provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the Agreement, Contractor shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Contractor or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Contractor transfers all public records to the City upon completion (or earlier termination) of the Agreement, Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion (or earlier termination) of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the City; the City shall also have the option to withhold compensation due Contractor until records are received as provided herein.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8598, JIM.GREINER@TAMPAGOV.NET, AND CONTRACT ADMINISTRATION DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 4TH FLOOR, 306 E. JACKSON ST. TAMPA, FLORIDA 33602.**

- I-1.14 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 Contractor to perform work pursuant to the contract.

E-Verify. In accordance with Section 448.095, Florida Statutes, the Contractor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. If the City has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Contractor, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the Contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of the termination of the Contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Contractor has otherwise complied with the law, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

#### INSTRUCTIONS TO BIDDERS SECTION 1 - SPECIAL INSTRUCTIONS

- I-1.15 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, which may be downloaded from the City's web site, at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>.

Bidder as part of the solicitation process (and as Contractor if Bidder is successful) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. Contractor certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that Contractor is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession.

- I-1.16 PAYMENT DISPUTE RESOLUTION

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

- I-1.17 SCRUTINIZED COMPANIES CERTIFICATION

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of

bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria.”

Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

#### I-1.18 FLORIDA'S PUBLIC RECORDS LAW; DATA COLLECTION

Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from Bidders and/or Contractor by the City should such number be needed for identification, verification, and/or tax reporting purposes. To the extent Bidder and/or Contractor collects an individual's social security number in the course of acting on behalf of the City pursuant to the terms and conditions of its Proposal or, if awarded, the Agreement, Bidder and/or Contractor shall follow the requirements of Florida's Public Records Law.

# 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

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

## MINIMUM SCOPE AND LIMIT OF INSURANCE <sup>1</sup>

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 04 or equivalent). **(ALWAYS APPLICABLE)**

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability CRPL Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000



and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover- age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business CIOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

O. Liquor Liability/Host Liquor Liability where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. **(IF APPLICABLE)**

P. Educators Legal Liability Insurance where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

### ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS- Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - **City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage** (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602     Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
 Other: \_\_\_\_\_

CERTIFICATE OF INSURANCE (COI) – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE- All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE - **Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured** by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE CONTROLLED INSURANCE PROGRAM, WRAP-UP. Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY- To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

| <b>FORMAL PROCUREMENT</b> | Construction | Construction-Related | Professional | Non-Professional | Goods      |
|---------------------------|--------------|----------------------|--------------|------------------|------------|
|                           | Black        | Asian                | Black        | Black            | Black      |
|                           | Hispanic     | Native Am.           | Hispanic     | Asian            | Hispanic   |
|                           | Native Am.   | Woman                | Asian        | Native Am.       | Asian      |
|                           | Woman        |                      | Native Am.   |                  | Native Am. |
|                           |              |                      | Woman        |                  | Woman      |

### Underutilized WMBE Sub-Contractors / Sub-Consultants

| <b>SUB WORK</b> | Construction | Construction-Related | Professional | Non-Professional | Goods      |
|-----------------|--------------|----------------------|--------------|------------------|------------|
|                 | Black        | Black                | Black        | Black            | Black      |
|                 |              | Asian                | Hispanic     | Asian            | Asian      |
|                 |              | Native Am.           | Asian        | Native Am.       | Native Am. |
|                 |              | Woman                | Native Am.   |                  | Woman      |
|                 |              |                      | Woman        |                  |            |

#### Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored.

#### Index

- Black = Black/African-American Business Enterprise
- Hispanic = Hispanic Business Enterprise
- Asian = Asian Business Enterprise
- Native Am. = Native American Business Enterprise
- Woman = Woman Business Enterprise (Caucasian)

#### Industry Categories

**Construction** is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.

**Construction-Related Services** are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

**Professional Services** are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

**Non-Professional Services** are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

**Goods** are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

#### MBD Form-70

**Ybor Pumping Station Standby Generators  
Project 21-C-00010  
U-WMBE Availability Contact List  
(The Underutilized WMBE Industry Category for Construction Subcontracts is BBE )**

| #/S | Business Name                                  | Phone        | Fax          | Email                              | Address 1                    | City          | State | Zip   | Business Description | FEIN      | Cert. Type | Ethnicity        |
|-----|--|--------------|--------------|------------------------------------|------------------------------|---------------|-------|-------|----------------------|-----------|------------|------------------|
| 1   | Excel 4 LLC                                    | 407-480-8976 | 407-480-8976 | excel4llc@yahoo.com                | 318 N. John Young Parkway Su | Kissimmee     | FL    | 34741 | Demolition Services  | 454149326 | BBE        | African American |
| 1   | Exclusive Contractors, Inc.                    | 863-559-1039 | 000-000-0000 | roadcontractor2@YAHOO.com          | 277 S. 10th Ave              | Bartow        | FL    | 33830 | Demolition Services  | 592345574 | BBE        | African American |
| 1   | MBattle Construction llc                       | 727-214-4301 | 727-517-3774 | moebattle@hotmail.com              | 470 maple way                | safety harbor | FL    | 34695 | Demolition Services  | 760840117 | BBE        | African American |
| 1   | PROMISE CONSTRUCTION AND REPAIR SOLUTIONS, LLC | 813-988-8633 | 813-988-1555 | promiscarellc@outlook.com          | PO BOX 291568                | TAMPA         | FL    | 33687 | Demolition Services  | 464723775 | BBE        | African American |
| 4   | ECO 2000 INC                                   | 352-793-5060 | 352-793-9074 | WATERWORKS@ECO2000INC.COM          | 1611 W C-48                  | BUSHNELL      | FL    | 33513 | Water Service Piping | 593648996 | BBE        | African American |
| 4   | MBattle Construction llc                       | 727-214-4301 | 727-517-3774 | moebattle@hotmail.com              | 470 maple way                | safety harbor | FL    | 34695 | Water Service Piping | 760840117 | BBE        | African American |
| 4   | McKenzie Contracting LLC                       | 813-454-4429 | 813-454-4429 | valarie@mckenziecontractingllc.com | 7712 W Broadway Ave          | Tampa         | FL    | 33619 | Water Service Piping | 463561860 | BBE        | African American |

This certified Contact List is the minimum contacts available and may require further searches for certified firms to meet Good Faith Efforts.

**FY21 - Ybor Pumping Station Standby Generators  
 FY 21 Project 21-C-00010  
 SLBE Availability Contact List**

**This Certified Contact List is the minimum contacts available and may require further searches for certified firms to meet Good Faith Efforts.**

| # | Business Name   | Phone        | Fax          | Email                             | Address 1                        | City           | State | Zip   | Business Description | FEIN      | Cert. Type | Ethnicity         |
|---|---|--------------|--------------|-----------------------------------|----------------------------------|----------------|-------|-------|----------------------|-----------|------------|-------------------|
| 1 | 2 Meyer Corp.   | 813-210-4864 | 813-645-5634 | Renatonj@aol.com                  | 6308 Lake Sunrise Dr.            | Apollo Beach   | FL    | 33572 | Demolition Services  | 062384669 | SLBE       | Caucasian         |
| 1 | Exclusive Contractors, Inc.                             | 863-559-1039 | 000-000-0000 | roadcontractor2@YAHOO.com         | 277 S. 10th Ave                  | Barrow         | FL    | 33830 | Demolition Services  | 992345574 | SLBE       | African American  |
| 1 | John Varrati, LLC                                       | 813-938-1818 |              | magnumdemo@live.com               | 1609 North 31st Street           | Tampa          | FL    | 33605 | Demolition Services  | 072161968 | SLBE       | Caucasian         |
| 1 | Johnson's Excavation & Services, Inc.                   | 813-752-7097 | 813-719-9052 | sales@jescontracting.com          | 1706 East Trapnell Road          | Plant City     | FL    | 33566 | Demolition Services  | 093031174 | SLBE       | Caucasian         |
| 1 | MBattle Construction llc                                | 727-214-4301 | 727-517-3774 | moebattle@hotmail.com             | 470 maple way                    | safety harbor  | FL    | 34695 | Demolition Services  | 760840117 | SLBE       | African American  |
| 1 | Ortzak Construction Group, LLC                          | 813-961-6023 | 813-961-6023 | dcastro@ortzak.com                | 13014 N. Dale Mabry Hwy, Ste 623 | Tampa          | FL    | 33618 | Demolition Services  | 054837502 | SLBE       | Hispanic American |
| 1 | Promise Const. & Repair Solutions, LLC                  | 813-988-8633 | 813-988-1555 | promisearc@outlook.com            | PO BOX 291568                    | TAMPA          | FL    | 33687 | Demolition Services  | 064723775 | SLBE       | African American  |
| 1 | Quick Construction Solutions, LLC                       | 813-377-9997 | 813-374-5849 | quicks@outlook.com                | 4501 N. Saint Vincent St.        | Tampa          | FL    | 33614 | Demolition Services  | 000972890 | SLBE       | Hispanic American |
| 1 | TNT Environmental, LLC                                  | 352-567-1822 | 352-567-6374 | trntenvironmental@gmail.com       | 17852 Pine Knoll Drive           | Dade City      | FL    | 33523 | Demolition Services  | 263864129 | SLBE       | Caucasian         |
| 4 | Communication Support Network, Inc.                     | 727-433-2200 | 727-683-9220 | csn2.sara@gmail.com               | 2550 28th Ave N                  | St. Petersburg | FL    | 33713 | Water Service Piping | 030379746 | SLBE       | Caucasian         |
| 4 | JMJ Consulting Solutions LLC d/b/a JMJ Site DevImp Inc. | 727-433-2484 |              | jmjstitedevelopment@gmail.com     | 5902 Audubon Manor Blvd          | Lithia         | FL    | 33547 | Water Service Piping | 073413832 | SLBE       | Caucasian         |
| 4 | MBattle Construction llc                                | 727-214-4301 | 727-517-3774 | moebattle@hotmail.com             | 470 maple way                    | safety harbor  | FL    | 34695 | Water Service Piping | 760840117 | SLBE       | African American  |
| 4 | McKenzie Contracting LLC                                | 813-454-4429 | 813-454-4429 | vlarie@mckenziecontractingllc.com | 7712 W Broadway Ave              | Tampa          | FL    | 33619 | Water Service Piping | 063561860 | SLBE       | African American  |
| 4 | Right of Way Contracting, LLC                           | 813-309-0724 | 813-926-9251 | kefj1@verizon.net                 | 11205 Tarpon Springs Road        | Odessa         | FL    | 33556 | Water Service Piping | 012829280 | SLBE       | Caucasian         |
| 4 | Sunrise Utility Construction, Inc.                      | 813-949-3749 | 813-949-0408 | LVMBOSS@AOL.COM                   | P.O. Box 272293                  | Tampa          | FL    | 33688 | Water Service Piping | 093034012 | SLBE       | Caucasian         |
| 5 | 2 Meyer Corp.   | 813-210-4864 | 813-645-5634 | Renatonj@aol.com                  | 6308 Lake Sunrise Dr.            | Apollo Beach   | FL    | 33572 | Concrete             | 062384669 | SLBE       | Caucasian         |
| 5 | CARJA CONSTRUCTION, INC                                 | 813-304-7158 |              | Carly@puleosconcrete.com          | 2010 Chickwood ct.               | tampa          | FL    | 33618 | Concrete             | 063665283 | SLBE       | Caucasian         |
| 5 | H.B. Underground Inc                                    | 813-455-5815 |              | hug0726b@gmail.com                | 11500 N Dale Mabry Hwy           | Tampa          | FL    | 33618 | Concrete             | 042208449 | SLBE       | Hispanic American |

Instructions Regarding Use of the WMBE/SLBE Availability Contact List

**Bidders must solicit a subcontracting bid from ALL of the firms listed on the WMBE/SLBEs list provided within the Specifications,** and provide documentation of emails, faxes, phone calls, letters, or other communication with the firms as a first step in demonstrating Good-Faith Efforts to achieve the goal set for WMBE/SLBE participation on this contract.

The list is formatted to facilitate e-mailing of a solicitation to the listed firms by copying and pasting the email addresses.

The WMBE/SLBE participation Goal is based upon the availability of the certified firms indicated on the contact list. The Goal and Requirements of the City's Equal Business Opportunity Program are stated in the Bid/Contract Document, Specifications.

PROPOSAL

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

Legal Name of Bidder: \_\_\_\_\_

Bidder's Fictitious Name, if applicable: \_\_\_\_\_

Bidder is a/an:  Individual  Partnership\*  Joint Venture\*  LLC  Corp.  Other:

Bidder is organized under the laws of:  State of Florida  Other:

Bidder Mailing Address: \_\_\_\_\_

Bidder's Federal Employee Identification No. (FEI/EIN): \_\_\_\_\_

Bidder's License No.: \_\_\_\_\_ Bidder's FDOS (SUNBIZ) Doc. No.: \_\_\_\_\_  
*(See Ch. 489, FS; use entity's, individual's only if applicable)*

Bidder Contact Name\*\*: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code (*Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest*):  Yes  No

The below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of the entity submitting this Proposal does hereby affirm and declare as follows:

- (1) He/She is of lawful age and is authorized to act on behalf of Bidder (the individual, partnership, corporation, entity, etc. submitting this Proposal) and that all statements made in this document are true and correct to the best of my knowledge.
- (2) If Bidder is operating under a fictitious name, Bidder has currently complied with any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida
- (3) No person or entity other than Bidder has any interest in this Proposal or in the Contract proposed to be entered into.
- (4) This Proposal is made without any understanding, agreement, or connection with any person or entity making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (5) 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.
- (6) 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.
- (7) Bidder has carefully examined and fully understands the Solicitation and has full knowledge of the scope, nature, and quality of the work to be performed; furthermore, 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.
- (8) Bidder (including its principals)  has |  has NOT been debarred or suspended from contracting with a public entity.
- (9) Bidder  has |  has NOT implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes.
- (10) Bidder has carefully examined and fully understands all the component parts of the Contract Documents and agrees Bidder will execute the Contract, provide the required Public Construction Bond, and will fully perform the work in strict accordance with the terms of the Contract and Contract Documents therein referred to for the following prices, to wit:

\* If a Partnership or Joint Venture, attach Partnership or Joint Venture Agreement.

\*\* Someone the City may contact with questions/correspondence regarding this Solicitation and/or permits.

Contract 21-C-00010; Ybor Pumping Station Standby Generators

| Contract Item No. | Unit | Estimated Quantity | Description and Price in Words  | Computed Total Price for Item in Figures    |
|-------------------|------|--------------------|---|---|
| BASE BID          | LS   |                    | <p>The work includes the furnishing of all labor, equipment, and material for the demolition and removal of existing generator terminal boxes, installation of two (2) 500 KW generators with subbase diesel fuel storage tanks, and associated conduit, conductors; instrumentation; construction of generator's concrete foundation and aluminum access platforms, any allowances that may be listed in Section 01020, and with all associated work required for a complete project in accordance with the Contract Documents.</p> <p>_____ dollars<br/>and _____ cents</p> |   |
| ITEM 2            | LS   | 1                  | Contingency   | <p>BASE BID LS \$ _____</p> <p>\$ _____</p> |
|                   |      |                    | TOTAL   | \$ _____                                    |

Computed Total Price in Words: \_\_\_\_\_  
 \_\_\_\_\_ dollars and \_\_\_\_\_ cents.

Computed Total Price in Figures: \$ \_\_\_\_\_

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 \_\_\_\_ #6 \_\_\_\_ #7 \_\_\_\_ #8 \_\_\_\_.

Bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

Bidder acknowledges that it is aware of Florida's Trench Safety Act (Sections 553.60-553.64, Florida Statutes), and agrees that Bidder together with any involved subcontractors will comply with all applicable trench safety standards. Bidder further acknowledges that included in the various items of this Proposal and the total bid price (as applicable) are costs for complying with the Trench Safety Act. Bidder further identifies the costs and methods summarized below:

|                       | <b>Trench Safety Measure<br/>(Description)</b> | <b>Unit of Measure<br/>(LF, SY)</b> | <b>Unit<br/>Quantity</b> | <b>Unit<br/>Cost</b> | <b>Extended<br/>Cost</b> |
|-----------------------|--|-------------------------------------|--------------------------|----------------------|--------------------------|
| A.                    | _____  | _____                               | _____                    | _____                | _____                    |
| B.                    | _____  | _____                               | _____                    | _____                | _____                    |
| C.                    | _____  | _____                               | _____                    | _____                | _____                    |
| <b>Total Cost: \$</b> |  |                                     |                          |                      | _____                    |

Accompanying this Proposal is a certified check, cashier's check or Tampa Bid Bond (form included herein must be used) for at least five percent (5%) of the total amount of the Proposal which check shall become the property of the City, or which bond shall become forthwith due and payable to the City, if this Proposal shall be accepted by the City and the Bidder shall fail to enter into a legally binding contract with and to furnish the required Public Construction Bond to the City within twenty (20) days after the date of its receipt of written Notice of Award by the City so to do.

**FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE.**

[SEAL] Name of Bidder: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Signer's Printed Name: \_\_\_\_\_  
 Signer's Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

For an entity: The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a/n  Partnership  Joint Venture  LLC  Corp  Other: \_\_\_\_\_, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced: \_\_\_\_\_

For an individual: The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, By \_\_\_\_\_, Such individual is Personally Known OR Produced Identification. Type of Identification Produced: \_\_\_\_\_.

[NOTARY SEAL] Notary Public, State of \_\_\_\_\_  
 Notary Printed Name: \_\_\_\_\_  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_





# Good Faith Effort Compliance Plan Guidelines

for Women/Minority Business Enterprise/Small Local Business Enterprise Participation  
City of Tampa - Equal Business Opportunity Program  
(MBD Form 50 – detailed instructions on page 2 of 2)

Contract Name \_\_\_\_\_ Bid Date \_\_\_\_\_

Bidder/Proposer \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

The Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made to achieve the participation goals as specified for Women/Minority Business Enterprises/Small Local Business Enterprises (WMBE/SLBE) on the referenced contract:

The WMBE/SLBE participation **Goal is Met or Exceeded**. See DMI Forms 10 and 20 which accurately report all subcontractors solicited and all subcontractors to-be-utilized.

The WMBE/SLBE participation Goal is **Not Achieved**. The following list is an overview of the baseline GFE action steps already performed. Furthermore, it is understood that these GFE requirements are weighted in the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal:

(Check applicable boxes below. Must enclose supporting documents accordingly with remarks)

- (1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within sufficient time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs.  See DMI report forms for subcontractors solicited.  See enclosed supplemental data on solicitation efforts.  Qualifying Remarks:
- (2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested-scope identified by bidder/proposer for the solicitation.  See enclosed actual solicitations used.  Qualifying Remarks:
- (3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/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 WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal.  DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations  This project is an RFO/RFP in nature and negotiations are limited to clarifications of scope/specifications and qualifications.  See enclosed documentation.  Qualifying Remarks:
- (4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals.  Not applicable.  See attached justification for rejection of a subcontractor's bid or proposal.  Qualifying Remarks:
- (5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/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.  Qualifying Remarks:
- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the work of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the work of a contract must demonstrate good faith efforts if the goal has not been met.  Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime.  Qualifying Remarks:
- (7) Segmented portions of the work to be performed by WMBE/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 (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer 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/proposals and were solicited on work typically self-performed by the prime.  See enclosed comments.  Qualifying Remarks:
- (8) Made efforts to assist interested WMBE/SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor.  See enclosed documentation on initiatives undertaken and methods to accomplish.  Qualifying Remarks:
- (9) Made efforts to assist interested WMBE/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program.  See enclosed documentation of initiatives and/or agreements.  Qualifying Remarks:
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBE/SLBEs.  See enclosed documentation.  The following services were used:

Note: Provide any unsolicited information that will support the Bid/RFP Compliance Evaluation.  Named Documents Are:



**Participation Plan: Guidance for Complying with Good Faith Efforts Outreach**  
**(page 2 of 2)**

1. All firms on the WMBE/SLBE Goal Setting List must be solicited and documentation provided for email, fax, letters, phone calls, and other methods of outreach/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 MBD Office and/or researching the on-line Diversity Management Business System Directory for Tampa certified WMBE/SLBE firms.
2. Solicitation of WMBE/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 sent a minimum of a week (i.e. 5 business days or more) before the bid/proposal date. Actual copies of the bidder's solicitation containing their scope specific instructions should be provided.
3. With any quotes received, a follow-up should be made when needed to confirm detail scope of work. For any WMBE/SLBE low quotes rejected, an explanation shall be provided detailing negotiation efforts.
4. If a low bid WMBE/SLBE is rejected or deemed unqualified the contractor must provide an explanation and supporting documentation for this decision.
5. Prime shall break down portions of work into economical feasible opportunities for subcontracting. The WMBE/SLBE directory may be useful in identifying additional subcontracting opportunities and firms not listed in the "WMBE/SLBE Goal Setting Firms List."
6. Contractor shall not preclude WMBE/SLBEs from bidding on any part of work, even if the Contractor may desire to self-perform the work.
7. Contractor shall avoid relying solely on subcontracting out work-scope where WMBE/SLBE availability is not sufficient to attain the pre-determined subcontract goal set for the Bid or when targeted sub-consultant participation is stated within the RFP/RFQ.
8. In its solicitations, the Bidder should offer assistance to WMBE/SLBEs in obtaining bonding, insurance, et cetera, 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 WMBE/SLBEs, if needed.
10. Contractor should use the services offered by such agencies as the City of Tampa Minority and Small Business Development Office, Hillsborough County Entrepreneur Collaborative Center, Hillsborough County Economic Development Department's MBE/SBE Program and the NAACP Empowerment Center to name a few for the recruitment and placement of WMBEs/SLBEs.



**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive**

**Page 1 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of **All Solicited** Sub-(Contractors/Consultants/Suppliers)  
(FORM MBD-10)**

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: \_\_\_\_\_
- See attached list of additional Firms solicited and all supplemental information (List must comply to this form)  
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

| S = SLBE<br>W=WMBE<br>O = Neither | Company Name<br>Address<br>Phone, Fax, Email | Type of Ownership<br>(F=Female M=Male)<br>BF BM = African Am.<br>HF HM = Hispanic<br>AF AM = Asian Am.<br>NF NM = Native Am.<br>CF CM = Caucasian | Trade or<br>Services<br><br>NIGP Code<br>(listed<br>above) | Contact<br>Method<br>L=Letter<br>F=Fax<br>E=Email<br>P=Phone | Quote<br>or<br>Response<br>Received<br>Y/N |
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Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive  
Forms must be included with Bid / Proposal**



## Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

**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 follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

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

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) 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. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive**

**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
**(FORM MBD-20)**

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: \_\_\_\_\_

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

| S = SLBE<br>W=WMBE<br>O =Neither | Company Name<br>Address<br>Phone, Fax, Email | Type of Ownership<br>(F=Female M=Male)<br>BF BM = African Am.<br>HF HM = Hispanic Am.<br>AF AM = Asian Am.<br>NF NM = Native Am.<br>CF CM = Caucasian | Trade,<br>Services,<br>or Materials<br><br>NIGP Code<br>Listed<br>above | \$ Amount<br>of Quote.<br>Letter of<br>Intent (LOI)<br>if available | Percent<br>of<br>Scope or<br>Contract<br>% |
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Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_  
Total SLBE Utilization \$ \_\_\_\_\_  
Total WMBE Utilization \$ \_\_\_\_\_  
Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_% Percent WMBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive**  
**Forms must be included with Bid / Proposal**



## Page 4 of 4 DMI – Solicited/**Utilized**

### Instructions for completing **The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)**

**This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form.** Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

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

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECF) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

## Certification Regarding Lobbying

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- j) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- k) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

TAMPA BID BOND  
Contract 21-C-00010; Ybor Pumping Station Standby Generators

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 to 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 21-C-00010, Ybor Pumping Station Standby Generators.

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 Public Construction 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 \_\_\_\_\_, 20\_\_\_\_.

Principal

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Producing Agent

\_\_\_\_\_  
Producing Agent's Address

\_\_\_\_\_  
Name of 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 21-C-00010 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, between the City of Tampa, Florida, hereinafter called the City, and \_\_\_\_\_ hereinafter called the Contractor, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ when the City Council of the City of Tampa, Florida adopted a Resolution authorizing, among other things, the Mayor's execution of this Agreement.

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 21-C-00010; Ybor Pumping Station Standby Generators, shall include, but not be limited to, demolition and removal of existing generator terminal boxes, installation of two (2) 500 KW generators with subbase diesel fuel storage tanks, and associated conduit, conductors; instrumentation; construction of generator's concrete foundation and aluminum access platforms 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.

\* \* \* \* \*

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporation have caused these present to be signed by their duly authorized officers.

CITY OF TAMPA, FLORIDA

\_\_\_\_\_  
Jane Castor, Mayor  
(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:  
The execution of this document was authorized  
by Resolution No. \_\_\_\_\_

\_\_\_\_\_  
e/s  
Marcella T. Hamilton, Assistant City Attorney

Contractor

By: \_\_\_\_\_  
(SEAL)

Title:

ATTEST:

\_\_\_\_\_  
Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

For a Corporation:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a/n

Partnership  Joint Venture  LLC  Corp  Other: \_\_\_\_\_, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Notary Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

For a Firm:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a/n

Partnership  Joint Venture  LLC  Corp  Other: \_\_\_\_\_, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Notary Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**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

Approved as to legal sufficiency:

**Countersignature:**

By \_\_\_\_\_ e/s  
Marcella T. Hamilton, Assistant City Attorney

\_\_\_\_\_  
(Name of Local Agency)

\_\_\_\_\_  
(Address of Resident Agent)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Local Agency

\*(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 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.

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## 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 Construction Services Division of the Development and Growth Management Department all required inspections and tests for all phases of work to obtain final approval thereof.

The Contractor is encouraged to contact the City's Construction Services Division 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-8 Construction Start

Construction will not begin prior to receipt by the City of the required permits. If issuance of the Notice to Proceed is delayed due to permit acquisition, the contract time will be extended to suit, but no extra payment will be made to the Contractor.

#### 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 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 Salvage

All existing conduit and conductors removed by the Contractor shall become the property of the Contractor and shall be removed from the site of the work to the Contractor's own place of disposal.

The Contractor shall coordinate with the City of Tampa in regard to any Switchgear components which are to be salvaged. Components identified as to be salvaged shall be removed by the Contractor, delivered, and unloaded at a location within the Department's service area, as directed by the Engineer. The cost of removing, disposing, delivering, and unloading as salvage any

items or appurtenances shall be included in 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-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-59 Monthly Schedules

In addition to the Progress Schedule required in Article 4.02 of the Agreement, the Contractor shall submit a monthly schedule with each pay estimate. Pay estimates will not be processed unless accompanied by an updated monthly schedule.

#### SP-60 Contingency

The Contractor shall include a One Hundred Thousand Dollar (\$100,000) contingency sum, to be included as part of the total bid amount for this contract. The contingency is for the purpose of compensating the Contractor for any incidental work that may arise as construction operations proceed and was not addressed as part of the original work portrayed in the Plans and Specifications.

The One Hundred Thousand Dollar (\$100,000) contingency sum if an upset limit. Any amount of the contingency shall be paid only after negotiation.

#### SP-67 Interruption of Service

Because of the nature of the work, it is imperative that the treatment plant power grid not be interrupted at any time. The Contractor shall give 72 hours (minimum) prior notice to the City and shall arrange to have treatment plant electrical personnel present when making any connections to, or disconnections from, the existing electrical and/or control systems.

#### SP-68 Water, Light and Power

Delete Article G-7.01 Water and G-7.02 Light and Power from GENERAL PROVISIONS. 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-71 Electrical Requirements

### Electrical Work

Where definite requirements are not set forth in the Specifications, all electrical equipment, materials, and work under this Division shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall be in accordance with applicable ANSI, IEEE, IPCEA, and NEMA standards. The work shall be performed in compliance with the latest issue of the NEC, all applicable state and municipal regulations and codes, and the service rules of the Tampa Electric Company, unless otherwise specified or directed. All equipment and materials shall be listed and labeled as complying with the requirements of a Southern Building Code Congress International (SBCCI) recognized testing laboratory for the particular applications wherever available.

### Electrician Qualifications

The Electrician performing the electrical work shall be licensed /certified in the State of Florida. The Electrician shall be thoroughly experienced with, and regularly engaged in, the demolition, installation, and troubleshooting of industrial power systems with nominal system voltages of 240 through 13,200 volts.

The Electrician shall provide the City with evidence demonstrating at least three (3) years of successful industrial power system installations. The provided industrial power system installations shall be of similar complexity, content and scope of the contract bid project. Electrician shall supply the City with references of industrial clients that will attest to the Electrician's work experience and power system installations.

## SP-72 Operation and Maintenance Manual, Submittals / Request for Information / Shop Drawings, and Asset Tracking Form

### Operation and Maintenance Manuals

The Contractor shall prepare and submit to the Engineer two (2) hardcopies and one (1) high resolution color, bookmarked, and unsecured electronic portable document format (PDF) of an Operation and Maintenance Manual for all equipment and associated control systems furnished and installed under this Contract. Black and white copies will not be accepted. When the work reaches 75 to 80 percent completion, the Contractor shall submit to the Engineer for approval one (1) hardcopy and one (1) PDF electronic copy of the manual with all specified material that is available at that time. The submittal shall accompany the Contractor's partial payment request for the specified completion. Within 30 days after approval of the Engineer of the PDF submittal, the Contractor shall furnish to the Engineer two (2) hardcopies of the manual.

Appropriate space shall be left in the manual for material not available at the time of submittal. All missing material for the manual shall be submitted prior to the request for final payment.



Also along with the missing material submitted with the request for final payment, one electronic copy (in pdf format) complete with all the missing material to be included in the earlier submitted hard copies shall be submitted. The manual shall be prepared and arranged as follows:

1. Space shall be provided in the manual for a reduced set of record Contract Drawings, size approximately 11 by 17 inches and folded to 8-1/2 by 11 inches. Drawings will be furnished by the Engineer.
2. One copy of all approved shop drawings and diagrams for all equipment furnished. The shop drawings and diagrams shall be reduced to either 8-1/2 by 11 inches or to 11 inches in the vertical dimension and as near as practicable to 17 inches in the horizontal dimension. Such sheets shall be folded to 8-1/2 by 11 inches.
3. One copy of manufacturer's operating, lubrication and maintenance instructions for all equipment and controls furnished. All equipment operating, lubrication and maintenance instruction and procedures shall be furnished on 8-1/2 by 11 inch commercially printed or typed forms. Such forms shall include equipment name, serial number and other identifying references.
4. One copy of manufacturer's spare parts list for all equipment furnished and prepared as specified in No. 3 above.
5. One valve schedule, giving the valve number, location, fluid and fluid destination for each valve installed and prepared as specified in No. 3 above. All valves in the same piping system shall be grouped together in the schedule. A sample of the valve numbering system to be used will be furnished by the Engineer. Valve numbers may include three or four numerals and a letter.
6. List of electrical relay settings and control and alarm contact settings.

Each copy of the manual shall be assembled in one or more binders, each with title page, typed table of contents, and heavy section dividers with copper reinforced holes and numbered plastic index tabs. Each manual shall be divided into sections headed by the equipment specification section included in "Workmanship and Materials." Binders shall be 3-ring hard-back. All data shall be punched for binding and composition and printing shall be arranged so that punching does not obliterate any data. The cover and binding edge of each manual shall have the project title, Division designation and manual title printed thereon, all as furnished and approved by the Engineer.

Where more than one binder is required, they shall be labeled Vol. 1, Vol. 2, and so on. The table of contents for the entire set, identified by volume number, shall appear in each binder.

The two (2) hardcopies of the manuals and data included therein shall be provided in conformance with the subsection headed "Working Drawings" and, in addition, to the requirements of the General Provisions. The costs of the Operation and Maintenance Manual 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.

### Submittals / Request for Information / Shop Drawings

Contractor shall prepare and submit a minimum four (4) hardcopies and one (1) bookmarked, unsecured electronic portable document format (PDF) file for all Submittals, RFI, and Shop Drawings. The City will review the submittals and return one (1) hardcopy and PDF file of the marked-up submittal to the contractor. The contractor shall have approved hard copies of all submittals at the job site. Each electronic submission must be in a high resolution color format and shall be original electronic documents from the manufacturer. Hardcopies shall be high quality printed in color. Scanned printouts or poor quality resolution PDF files will not be accepted.

### Asset Tracking Form

The Asset Tracking Form (ATF) is a form that is intended to begin tracking assets and their respective preventative maintenance at an early stage in the project. The Contractor will be required to submit an electronic Asset Tracking Form for each piece of equipment. The information to be included on the form will include general information and specifications on the equipment such as, but not limited to, model, voltage, amperage, horsepower, material, manufacturer, serial number, recommended spare parts, and preventative maintenance tasks.

During the preconstruction meeting of the project, the City will furnish the Contractor with a blank electronic copy of the ATF in Microsoft Office 2010 and a preliminary list of equipment that will require an ATF. The City may provide the Contractor a list of additional equipment requiring an ATF as the project progresses. The Contractor shall submit all ATF(s) after the project is substantially complete. The City prefers one submission of all ATF(s).

### 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-75 Programmed Controls Equipment

Prior to acceptance of computers and programmable logic controllers, the Contractor shall meet the following requirements:

A full set of the original software media and licenses and documentation for all software

items used on the equipment shall be provided to the City. All unique configuration files and databases shall be included in as-built documents and in disk format containing itemized filename lists and ASCII Source listings of each. All unique hardware, wiring schemes and dip switch settings, exact as-built program listings, and digital configurations shall be included in the as-built documents.

No aspect of programmed controls equipment shall have any security or access controls which are not totally in the control of the City. No programmed software self-destructs, of any type, shall be allowed. The software shall allow unlimited restorations and backups from any appropriate storage media, to all appropriate equipment.

No Software Restriction Plug-in Modules or Software Activation Keys shall be allowed in any system, unless spare modules and keys are on hand for immediate disaster recovery.

Any part, whether hardware, software, or logical for which spare parts are not readily available; whose function or programming is not fully explained in documentation; or which in any way is not able to be replaced, restored, reprogrammed, and immediately placed back into service by the City using the as-built data, program listings, software media, and other resources provided shall not be accepted by the City.

All security information and data, including security bypass procedures for all approved security features, shall be fully documented to the City prior to acceptance. All unique patch cords, cables, connectors, tools, and appurtenant programming devices necessary to restore and maintain programming shall be supplied for use by the City and demonstrated in the appropriate training sessions.

The training for all programmed controls equipment shall include instructions on operation and maintenance of hardware and software. The training shall also demonstrate the full backup and restoration of all software after total equipment failure utilizing reinstallation procedures that accommodate unique hardware requirements, unique configuration files and databases, unique dip switch settings, and unique wiring information. The appropriate City personnel shall be trained to bypass all approved security features of all such equipment. The backup and restoration training shall use the actual as-built information and all unique appurtenances and itemize all such documentation and appurtenances to show that these items are complete.

#### SP-81 Services of Manufacturers' Representatives

The services of manufacturers' representatives shall be provided on the site as required for the supervision of installation, the adjustment and placing in satisfactory trouble-free operation of such equipment, and instructing City personnel in the operation and maintenance of such equipment for which such specialized services are specified, directed, or required.

Such manufacturers' services shall be of sufficient time and include a minimum period of one 8-hour day for instruction of City personnel. Additional time shall be provided if necessary.

The cost of all services of manufacturers' representatives shall be included in the various Contract Unit Price Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

## 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-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-91 Project Photographs

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

#### 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 one (1) hardcopy and (1) electronic high resolution color PDF copy 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. Upon request the City will provide AutoCAD drawings.

## 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 their 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 Contractors work force does not relieve the Contractor of this responsibility.

Suggest, all Contractors employees and sub-contractors be given a copy of SP-130.

The Contractor shall have a designated Safety Officer within his 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 their 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 their 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 that the contract has specified.

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 their daily report and report it to the Risk Management Division (274-5708).

C. Air-Borne Debris: All personnel in close 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 that installed it or if not available, by a City of Tampa AWTP team leader, except in an Emergency and 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 his 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 thereof.

#### SP-133 Tampa Port Authority Access and Treatment Plant Access

The Tampa Port Authority has restricted access in accordance with Florida Statute 311.12. Refer to the Tampa Port Authority's website for procedures on gaining access to the port. <https://www.tampaport.com/about-port-tampa-bay/operations/security.aspx>. The Port's Security and Operations departments are located in the Port Tampa Bay Security Operations Building (SOC) located at 2002 Maritime Blvd., Tampa, Florida 33605. All costs to comply with these procedures shall be included in the total Price for this project, and no separate payment shall be made therefore.

Wastewater Emergency Response Plan (ERP). The City has developed procedures to help protect the lives and health of all personnel working at the Wastewater facility in the event of an emergency. Everbridge is the software product and primary communication tool that is part of the Department's ERP. This product will be used to register daily visitors and contractors to Wastewater Departmental Facilities here at the Port and to send emergency notifications (via text or cell phone) in the event of an emergency.

Awardee will be required to provide a list of all employees who will be assigned to perform the services detailed in this bid document, including each employee's cell phone number, at least 24 hours prior to arrival to the City Inspector overseeing the services. The employee list must be maintained throughout the award and updated as needed.

Awardee must agree to attend various levels of safety awareness training as determined by the AWTP Safety Specialist.

AWTP Access. Upon entering and departing the AWT Plant, the lead on-site representative of the Awardee shall physically check in with the AWTP main dispatch area. The lead on-site representative of the Awardee must inform the AWTP representatives which Awardee employees are on-site, including start and stop times. These hours must match the hours



reflected on the invoices submitted by the Awardee for acceptance.

WW-Collection Access. Upon entering and departing the Wastewater Collection area (WWC), the lead on-site representative of the Awardee shall physically check in with the WWC main dispatch area. The lead on-site representative of the Awardee must inform the WWC representatives which Awardee employees are on-site, including start and stop times. These hours must match the hours reflected on the invoices submitted by the Awardee for acceptance.

\* \* \*

**State of Florida, Division of Emergency Management**  
**Contract Provisions**

**State of Florida, Division of Emergency Management**

**Contract Provisions**

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## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **DAVIS-BACON ACT**

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

#### **COPELAND ANTI-KICKBACK ACT**

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Tampa and understands and agrees that the City of Tampa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Suspension and Debarment**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tampa,

the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”



**7-16 Wage Rates for Federal-Aid Projects.**

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

| Wage Rate<br>Decision Number | Associated Work |
|------------------------------|-----------------|
| FL20210116                   | Heavy           |
|                              |                 |

Obtain the applicable General Decision(s) (Wage Tables) through the Department’s Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department’s Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

"General Decision Number: FL20210116 06/18/2021

Superseded General Decision Number: FL20200116

State: Florida

Construction Type: Heavy

County: Hillsborough County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January

1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually.

Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number Publication Date

- 0 01/01/2021
- 1 02/12/2021
- 2 06/18/2021

ELEC0915-003 12/01/2020

|                  | Rates    | Fringes  |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 30.84 | 40%+0.35 |

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ENGI0925-010 06/01/2013

| POWER EQUIPMENT OPERATOR: | Rates | Fringes |
|---------------------------|-------|---------|
|---------------------------|-------|---------|

Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not

otherwise described below.....\$ 29.61 11.50

Drill.....\$ 29.61 11.50

Hydraulic Cranes Rated 100 Tons or Above but Less than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.....\$ 30.61 11.50

Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom

Combination.....\$ 31.61 11.50

Oiler.....\$ 22.91 11.50

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IRON0397-006 07/01/2019

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 30.85 | 16.47   |

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LABO0517-002 05/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| LABORER: Grade Checker..... | \$ 20.51 | 9.39    |

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\* PAIN0088-008 06/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| PAINTER: Brush, Roller and<br>Spray..... | \$ 20.21 | 12.38   |

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SUFL2009-155 06/24/2009

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| CARPENTER.....                      | \$ 14.95 | 2.92    |
| CEMENT MASON/CONCRETE FINISHER..... | \$ 14.77 | 3.50    |
| LABORER: Common or General.....     | \$ 10.06 | 0.00    |
| LABORER: Landscape.....             | \$ 7.25  | 0.00    |
| LABORER: Pipelayer.....             | \$ 11.33 | 0.00    |

|   |          |      |
|---|----------|------|
| LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)..... | \$ 10.63 | 2.20 |
| OPERATOR: Asphalt Paver.....  | \$ 11.59 | 0.00 |
| OPERATOR: Backhoe Loader Combo.....   | \$ 16.10 | 2.44 |
| OPERATOR: Backhoe/Excavator.....  | \$ 16.00 | 0.00 |
| OPERATOR: Bulldozer.....  | \$ 17.00 | 0.00 |
| OPERATOR: Grader/Blade.....   | \$ 16.00 | 2.84 |
| OPERATOR: Loader.....   | \$ 17.00 | 0.00 |
| OPERATOR: Mechanic.....   | \$ 14.32 | 0.00 |
| OPERATOR: Roller.....   | \$ 10.76 | 0.00 |
| OPERATOR: Scraper.....  | \$ 11.00 | 1.74 |
| OPERATOR: Trackhoe.....   | \$ 20.92 | 5.50 |
| OPERATOR: Tractor.....  | \$ 10.54 | 0.00 |
| TRUCK DRIVER, Includes Dump   |          |      |
| Truck.....  | \$ 11.00 | 0.00 |
| TRUCK DRIVER: Lowboy Truck.....   | \$ 12.73 | 0.00 |
| TRUCK DRIVER: Off the Road  |          |      |
| Truck.....  | \$ 12.21 | 1.97 |

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking.

Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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



## REPORT OF GEOTECHNICAL EXPLORATION

---

**CITY OF TAMPA – YBOR PUMP STATION  
1302 N 25<sup>th</sup> SREET  
TAMPA, FLORIDA**

**AREHNA PROJECT NO. B-19-128  
February 3, 2020**

Prepared For:

**Kimley-Horn and Associates, Inc.**  
100 2<sup>nd</sup> Avenue South, Suite 105N  
St. Petersburg, Florida 33701

---

Prepared By:

**AREHNA Engineering, Inc.**  
5012 West Lemon Street  
Tampa, Florida 33609

February 3, 2020

Mr. Mike Semago, P.E.  
**Kimley-Horn and Associates, Inc.**  
100 2<sup>nd</sup> Avenue South, Suite 105N  
St. Petersburg, Florida 33701

E-mail: [Semago@kimley-horn.com](mailto:Semago@kimley-horn.com)

Subject: **Report of Geotechnical Exploration**  
City of Tampa – Ybor Pump Station  
1302 N 25<sup>th</sup> Street  
Tampa, Florida 33605  
AREHNA B-19-128

Dear Mr. Semago,

AREHNA Engineering, Inc. (AREHNA) is pleased to submit this report of our geotechnical exploration for the proposed project. Services were conducted in general accordance with AREHNA Proposal B.Prop-19-042, dated March 21, 2019. The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the proposed construction of a new slab for a permanent generator.

This report presents our understanding of the project, outlines our exploratory procedures, documents the field data obtained and includes our recommendations for site preparation and foundation design.

AREHNA appreciates the opportunity to have assisted Kimley-Horn on this project. Should you have any questions with regards to this report, or if we can be of any further assistance, please contact this office.

Best Regards,

**AREHNA ENGINEERING, INC.**

**FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION No. 28410**

This item has been digitally signed and sealed by:



Annabella C. Hullen, E.I.  
Staff Geotechnical Engineer



Wyatt Liptak  
Staff Engineer



D i g i t a l l y s i g n e d a n d s e a l e d b y  
K r i s t i n a L a C a v a  
D a t e : 2 0 . 1 0 2 2 . . 5 0 - 5 3 0 :  
5 5 ' 5 0

Kristina LaCava, P.E.  
Geotechnical Engineer  
Florida Registration 77954

On the date adjacent to the seal.  
Printed copies of this document are not considered  
signed and sealed and the signature must be verified  
on any electronic copies

Distribution: 1 – Addressee - Electronic  
1 – File





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## LIST OF APPENDICES

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### APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1  
Boring Location Plan - Sheet 2  
Soil Profiles – Sheets 3

### APPENDIX B

Summary of Laboratory Test Results – Table 1  
Field and Laboratory Test Procedures



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## 1.0 PROJECT INFORMATION AND SCOPE OF WORK

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### 1.1 SITE DESCRIPTION AND PROJECT CHARACTERISTICS

The project site is located at 1302 N 25<sup>th</sup> Street in Tampa, Hillsborough County, Florida. The site is currently occupied by the Ybor Pump Station. The site is bound by East 3rd Avenue to the north, North 25th Street to the east, East 2nd Avenue to the south, and a commercial building to the west. The proposed generator slab is 21 feet by 9 feet and is 1 foot thick. Based on email correspondence on January 16, 2020, the weight of the entire system is approximately 210kips. A load of 1,150psf was used in our analysis and was based on the dimensions and weight information stated above.

### 1.2 SCOPE OF WORK

The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the proposed project site. The subsurface materials encountered were evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items were formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the boring which may have an impact on the proposed project.
- General site preparation recommendations.
- Allowable capacities for foundations supporting the generator.

The following services were performed to achieve the above-outlined objectives:

- Requested utility location services from Sunshine811.
- Performed one Standard Penetration Test (SPT) boring to a depth of 20 feet in the vicinity of the proposed generator. Samples were collected and Standard Penetration Test resistances were measured at approximate intervals of two feet for the top ten feet and five feet thereafter. The boring was manually augered to a depth of 6 feet below existing grade to avoid any potential conflict with underground utilities.
- Visually classified and stratified soil samples in the laboratory using the Unified Soil Classification System (USCS) and conducted a laboratory program consisting of natural moisture content, single sieve (#200) gradation, and Atterberg limits.
- Reported the results of the field exploration and engineering analysis. The results of the subsurface exploration are presented in this report, signed and sealed by a professional engineer specializing in geotechnical engineering.



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## 2.0 FIELD EXPLORATION AND LABORATORY TESTING

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### 2.1 FIELD EXPLORATION

Our scope included one Standard Penetration Test (SPT) boring extending to a depth of 20 feet below the existing ground surface within the vicinity of the proposed generator slab.

The SPT boring was performed with the use of a Power Drill Rig using Bentonite “Mud” drilling procedures. Samples were collected and Standard Penetration Test resistances were measured at approximate intervals of two feet for the top ten feet and at approximate intervals of five feet thereafter. The upper 6 feet was manually excavated using a hand auger due to the potential of unmarked utilities. The soil sampling was performed in general accordance with ASTM Test Designation D-1586, entitled “Penetration Test and Split-Barrel Sampling of Soils.”

Representative portions of these soil samples were sealed in glass jars, labeled and transferred to AREHNA’s Tampa Office for visual classification by a geotechnical engineer.

**Sheet 2** in **Appendix A** provides a boring location site plan showing the relationship of existing features to the borings. The boring was located in the field by measuring from existing features and using GPS Coordinates.

### 2.2 LABORATORY TESTING

Laboratory testing consisting of natural moisture content, single sieve (#200) gradation, and Atterberg Limits was performed on a representative sample. The results of the laboratory testing are presented on **Sheet 3** in **Appendix A** as well as **Table 1** in **Appendix B**.



### 3.0 SUBSURFACE CONDITIONS

---

#### 3.1 USGS TOPOGRAPHIC DATA

The topographic survey map published by the United States Geological Survey was reviewed for ground surface features at the proposed project location (**Sheet 1, Appendix A**). Based on this review, the natural ground surface elevations at the project site are approximately +5 to +10 feet National Geodetic Vertical Datum of 1929 (NGVD).

#### 3.2 USDA NATURAL RESOURCES CONSERVATION SERVICE DATA

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) survey for Hillsborough County indicates that the soils at the project site consist of the following soil unit:

| Soil Unit Number | Soil Name   | Depth Below Natural Grade to High Water Table (feet) |
|------------------|---|--|
| 55               | Tavares fine sand - Urban land complex, 0 to 5 percent slopes | 1.5 – 3.5  |

The soil survey also indicates that the average annual precipitation is 42 to 63 inches. The USDA Soil Survey map for the project site is attached as **Sheet 1** in **Appendix A**.

#### 3.3 SUBSURFACE CONDITIONS

A pictorial representation of the subsurface conditions encountered in the boring is shown on the **Soil Profile, Sheet 3** in **Appendix A**. These profiles and the following soil conditions highlight the general subsurface stratification. When reviewing the boring records and the subsurface soil profile, it should be understood that soil conditions may vary between, and away from, boring locations. In general, the following subsurface conditions were encountered:

The boring generally encountered loose fine sands (SP, SP-SM, SC) from the existing ground surface to the termination depth of 20 feet. Standard Penetration Test Resistances (N-values) varied between 4 and 8 blows per foot.

#### 3.4 GROUNDWATER CONDITIONS

The ground water level was encountered at a depth of 6 feet below the existing ground surface at the time our boring was performed. Fluctuations in ground water levels should be expected with seasonal climatic changes, construction activity, rainfall variations, surface water runoff, and other site-specific factors. Since groundwater level variations are anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based on the assumption that variations will occur.

#### 3.5 ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL

Based on the soil information obtained from the site and our experience in the area, we estimate that the seasonal high groundwater level will be encountered at a depth of approximately 3 feet below the existing ground surface.



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## 4.0 DESIGN RECOMMENDATIONS

---

### 4.1 GENERAL

Our geotechnical evaluation is based upon the previously presented project information as well as the field data obtained during this geotechnical exploration. If the final structure location or foundation loads are significantly different from those described or if the subsurface conditions during construction are different from those revealed by our boring, we should be notified immediately so that we might review our recommendations presented in this report.

After stripping to remove vegetation, root systems, and other deleterious materials, the site should be proofrolled and compacted. Any areas that appear unstable under proofrolling should be replaced with compacted fill. Our recommended site preparation is presented in Section 5.0, General Site Preparation.

### 4.2 SHALLOW FOUNDATION DESIGN

Following our recommended General Site Preparations, the proposed generator can be constructed on a foundation system consisting of a conventionally-reinforced, monolithically poured slab-on-grade. The foundation system may bear on compacted acceptable existing soils or compacted structural fill soils. The maximum allowable soil bearing pressure for the use in design of the proposed system should not exceed 2,000 psf. Our bearing capacity evaluation was based on correlations between N-values and the successful performance of similar structures on similar soil conditions. The foundation system should be embedded such that erosion does not undercut their perimeter.

### 4.3 SETTLEMENT

The settlement of shallow foundations supported on sandy soils should occur rapidly during construction as dead loads are imposed at the footing locations. Provided that the recommended subsurface preparation operations are properly performed, the total settlements should not exceed 1 inch, with differential settlements on the order of 50 percent of the total settlements.



## 5.0 GENERAL SITE PREPARATION

---

### 5.1 GENERAL

The initial step in site preparation should be the complete removal of all existing topsoil, roots, debris, and other deleterious materials from beneath and to a minimum of five feet beyond the development perimeter. Also, prior to construction, the location of any existing foundations, underground irrigation, septic tanks, drainage, or other utility lines within the construction area should be established. In this regard it should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which subsequently may result in excessive settlements. The structure and pavement areas should then be inspected and thoroughly proofrolled as directed by a Geotechnical Engineer. Our recommendations listed in this section should be used as a guideline for the project general specifications prepared by the Design Engineer:

- The entire site should be proofrolled with a large vibratory roller with a 4 foot diameter drum and a static weight of at least 8 tons. At least 8 complete coverages (4 in each perpendicular direction) should be performed over the entire foundation area. Careful observations should be made during proofrolling to help identify any areas of soft-yielding soils that may require over excavation and replacement.
- Following satisfactory completion of proofrolling, additional fill can be placed and compacted as needed to achieve the desired grades. Fill should generally consist of dry fine sand with less than 12 percent passing the No. 200 sieve, free of rubble, organics, clay, debris and other unsuitable material. Fill should be tested and approved prior to acquisition.
- Approved sand fill should be placed in loose lifts not exceeding 12 inches in thickness and should be compacted to a minimum of 95 percent of the Modified Proctor maximum dry density (ASTM D-1557). The upper foot of pavement subgrade should be compacted to at least 98 percent of Modified Proctor. Density tests to confirm compaction should be performed in each fill lift before the next lift is placed.
- Prior to beginning compaction, soil moisture contents should be adjusted in order to facilitate proper compaction. A moisture content within 2 percentage points of the optimum indicated by the Modified Proctor Test (ASTM D-1557) is recommended prior to compaction of the natural ground and fill.
- Immediately prior to reinforcing steel placement, it is suggested that the bearing surfaces of all footing and floor slab areas be compacted using hand-operated mechanical tampers. In this manner, any localized areas which have been loosened by excavation operations should be adequately re-compacted.
- A materials testing laboratory should be retained to provide on-site observation of earthwork and ground modification activities. Density tests should be performed in the top one foot of compacted existing ground, in each fill lift, and at the bottom of foundation excavations.



## **5.2 GROUNDWATER CONTROL**

Depending upon the seasonal conditions, runoff from adjoined sites and pavements may cause significant surface water until drainage structures are emplaced. Soils exposed in the bases of all satisfactory foundation excavations should be protected against any detrimental change in conditions, such as physical disturbance or rain. Surface run-off water should be drained away from the excavations and not be allowed to pond. If possible, all footing concrete should be placed the same day that the footing excavation is made. If this is not possible, the footing excavations should be adequately protected.

## **5.3 ON-SITE SOIL SUITABILITY**

The boring indicates that soils present at the site classified as SP and SP-SM from the ground surface to approximate depth of 15 feet are suitable for use as structural fill. Soil classified as and SC is not suitable for use as structural fill. Soil excavated from below the ground water level will be above the optimum moisture content required for compaction and will need to be dried before placement. Suitable structural fill materials should consist of fine to medium sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris and other unsuitable material. Any off-site materials used as fill should be approved by AREHNA prior to acquisition.





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## **6.0 BASIS FOR RECOMMENDATIONS**

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The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions at other locations will be different from those at the specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process itself may alter soil conditions. AREHNA is not responsible for the conclusions, opinions or recommendations made by others based on the data presented in this report.



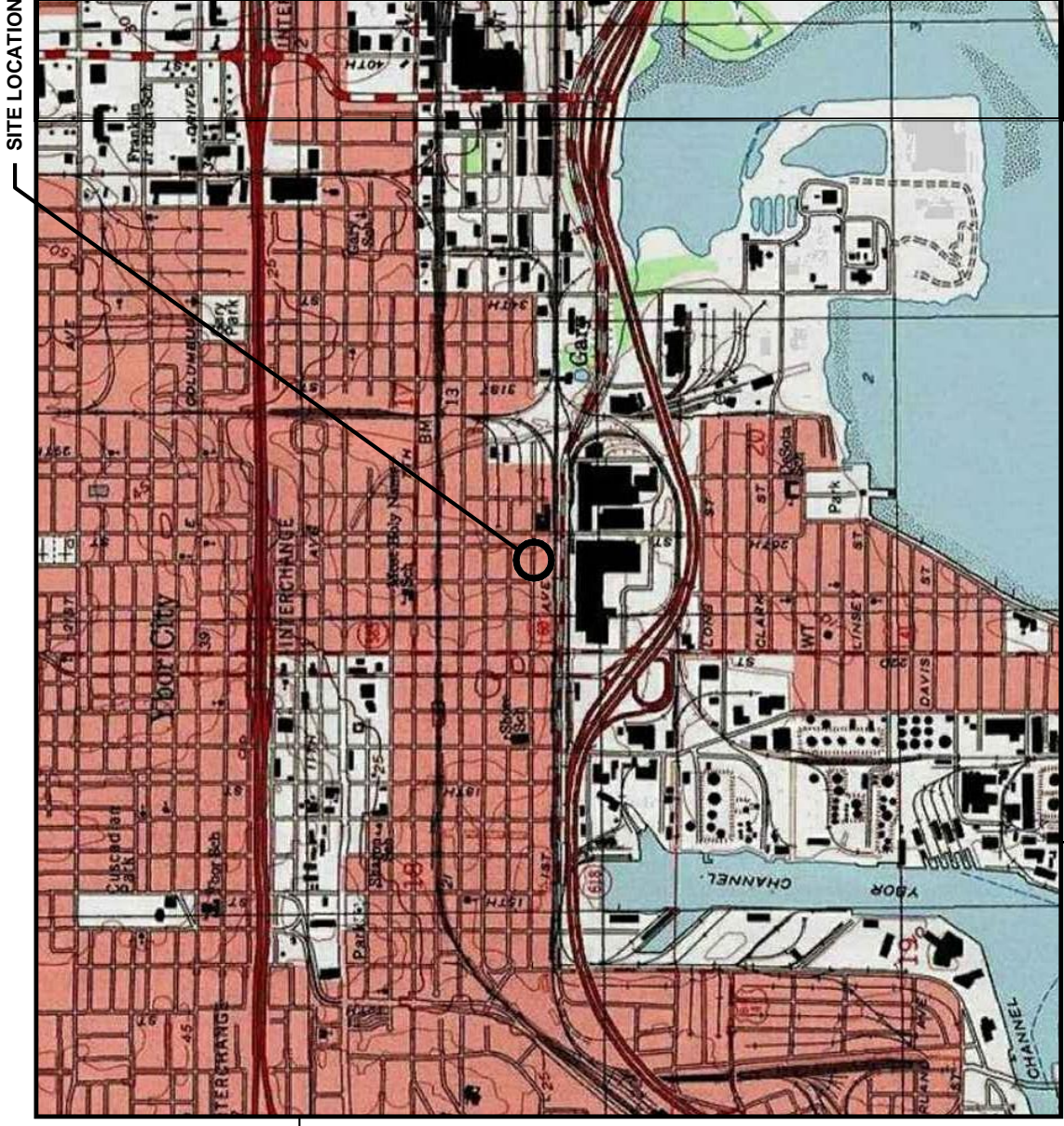
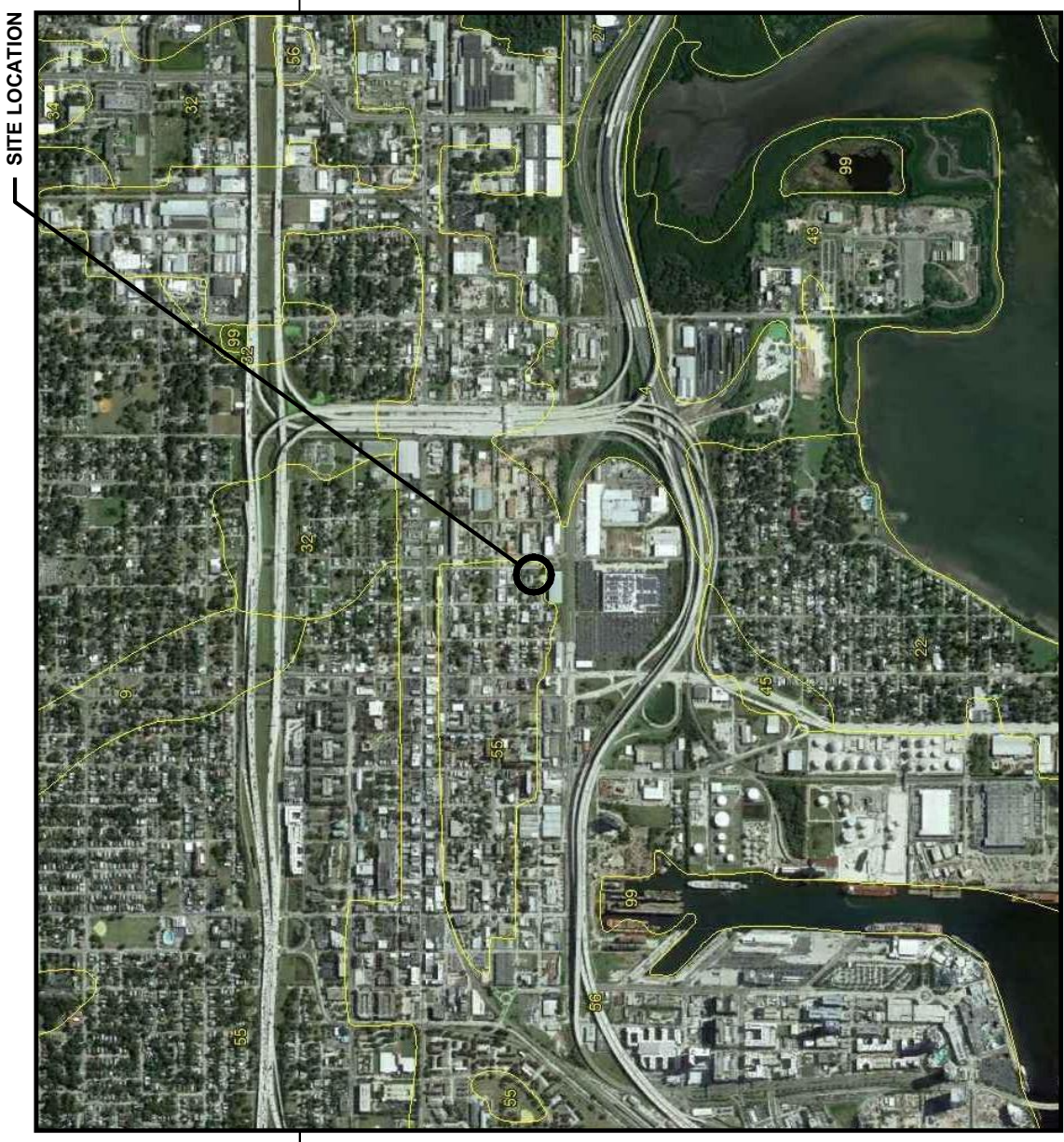
## **APPENDIX A**

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USDA & USGS Vicinity Maps – Sheet 1  
Boring Location Plan - Sheet 2  
Soil Boring Profiles – Sheet 3

**USDA SOIL SURVEY MAP**

**USGS TOPOGRAPHIC MAP**

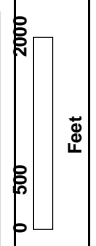


REFERENCE: USDA SOIL SURVEY OF HILLSBOROUGH COUNTY, FLORIDA

REFERENCE: "TAMPA, FLORIDA" USGS QUADRANGLE MAP

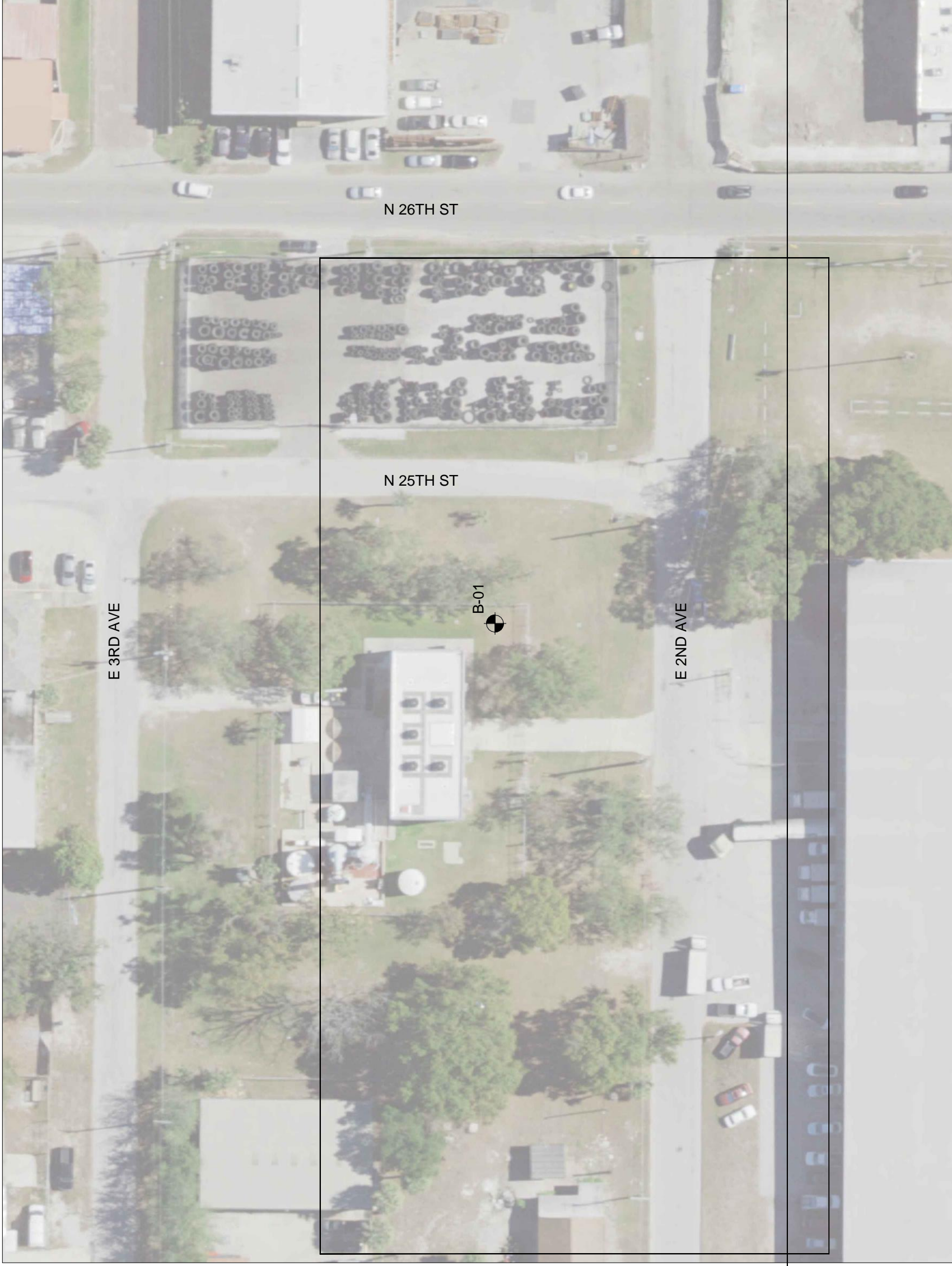
TOWNSHIP: 29 S  
 RANGE: 19 E  
 SECTION: 17

TOWNSHIP: 29 S  
 RANGE: 19 E  
 SECTION: 17



| NO. | DATE | REVISIONS DESCRIPTIONS | APPROVED | PREPARED BY: | PROJECT NAME                            |        | PROJECT NO. | SHEET NO. |
|-----|------|------------------------|----------|--------------|---|--------|-------------|-----------|
|     |      |                        |          |              | NAME                                    | DATE   |             |           |
|     |      |                        |          |              | USDA & USGS VICINITY MAPS               |        |             |           |
|     |      |                        |          |              | COT YBOR PUMP STATION                   |        | B-19-128    | 1         |
|     |      |                        |          |              | TAMPA, FLORIDA                          |        |             |           |
|     |      |                        |          |              | DESIGNED BY: KL                         | 1/2020 |             |           |
|     |      |                        |          |              | DRAWN BY: DG                            | 1/2020 |             |           |
|     |      |                        |          |              | CHECKED BY: KL                          | 1/2020 |             |           |
|     |      |                        |          |              | SUPERVISED BY: Kristina S. LaCava, P.E. |        |             |           |

AREHNA Engineering, Inc.  
 5012 West Lemon Street, Tampa, FL 33609  
 Phone 813.944.3464 Fax 813.944.4959  
 Certificate of Authorization No. 28410



**LEGEND**

 APPROXIMATE LOCATION OF SPT BORING

| NO. | DATE | REVISIONS<br>DESCRIPTIONS | APPROVED | PREPARED BY:   | NAME                                    |        | DATE      |        | PROJECT NAME                            | PROJECT NO. | SHEET NO. |
|-----|------|---------------------------|----------|--|---|--------|-----------|--------|---|-------------|-----------|
|     |      |                           |          |  | DESIGNED BY:                            | DATE   | DRAWN BY: | DATE   |   |             |           |
|     |      |                           |          | AREHNA Engineering, Inc.   | KL                                      | 1/2020 | DG        | 1/2020 | COT YBOR PUMP STATION<br>TAMPA, FLORIDA | B-19-128    | 2         |
|     |      |                           |          | 5012 West Lemon Street, Tampa, FL 33609<br>Phone 813.944.3464 Fax 813.544.4959<br>Certificate of Authorization No. 28410 | KL                                      | 1/2020 |           |        |   |             |           |
|     |      |                           |          |  | SUPERVISED BY: Kristina S. LaCava, P.E. |        |           |        |   |             |           |

**B-01**

1/13/20

N

HA

HA

HA

0

5

DEPTH IN FEET

DEPTH IN FEET

BROWN FINE SAND WITH TRACE LIMEROCK AND CLAY POCKETS (SP)  
BROWN FINE SAND WITH FEW WOOD PIECES (SP)

DARK GRAY TO DARK BROWN FINE SAND WITH SILT (SP-SM)

BROWN FINE SAND (SP)

GRAY CLAYEY FINE SAND (SC)

-200=36  
NMC=35  
LL=47  
PI=27

BORING TERMINATED  
AT 20.0 FEET

LATITUDE: N 27.95688  
LONGITUDE: W 82.43123

**LEGEND**

FINE SAND (SP/SP-SM)

CLAYEY SAND (SC)

SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING

GROUNDWATER TABLE AT THE TIME OF DRILLING

N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION

HA HAND AUGERED TO AVOID UTILITY CONFLICTS AND SAFETY REASONS

-200 FINES PASSING THE #200 STANDARD SIEVE (%)

NMC NATURAL MOISTURE CONTENT (%)

LL LIQUID LIMIT (%)

PI PLASTICITY INDEX (%)

| GRANULAR MATERIALS-<br>RELATIVE DENSITY | SAFETY<br>HAMMER<br>SPT<br>(BLOWS/FT) | AUTOMATIC<br>HAMMER<br>SPT<br>(BLOWS/FT) |
|---|---------------------------------------|--|
| VERY LOOSE                              | LESS THAN 4                           | LESS THAN 3                              |
| LOOSE                                   | 4 to 10                               | 3 to 8                                   |
| MEDIUM                                  | 10 to 30                              | 8 to 24                                  |
| DENSE                                   | 30 to 50                              | 24 to 40                                 |
| VERY DENSE                              | GREATER THAN 50                       | GREATER THAN 40                          |
| SILTS AND CLAYS<br>CONSISTENCY          | SPT<br>(BLOWS/FT)                     | SPT<br>(BLOWS/FT)                        |
| VERY SOFT                               | LESS THAN 2                           | LESS THAN 1                              |
| SOFT                                    | 2 to 4                                | 1 to 3                                   |
| FIRM                                    | 4 to 8                                | 3 to 6                                   |
| STIFF                                   | 8 to 15                               | 6 to 12                                  |
| VERY STIFF                              | 15 to 30                              | 12 to 24                                 |
| HARD                                    | GREATER THAN 30                       | GREATER THAN 24                          |

**Soil Profile Notes:**

- The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
- Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
- The Boring Locations Presented are Approximate and Based on Hand Held GPS with an Accuracy of +/- 10 Feet.

| NO. | DATE | REVISIONS<br>DESCRIPTIONS | PREPARED BY:                            |        | PROJECT NAME                            | PROJECT NO. | SHEET NO. |
|-----|------|---------------------------|---|--------|---|-------------|-----------|
|     |      |                           | DESIGNED BY:                            | DATE   |   |             |           |
|     |      |                           | KL                                      | 1/2020 | COT YBOR PUMP STATION<br>TAMPA, FLORIDA | B-19-128    | 3         |
|     |      |                           | DG                                      | 1/2020 |   |             |           |
|     |      |                           | KL                                      | 1/2020 |   |             |           |
|     |      |                           | SUPERVISED BY: Kristina S. LaCava, P.E. |        |   |             |           |

**SOIL BORING PROFILES**

AREENA Engineering, Inc.  
5012 West Lemon Street, Tampa, FL 33609  
Phone 813.944.3464 Fax 813.944.4959  
Certificate of Authorization No. 288410

## **APPENDIX B**

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Summary of Laboratory Test Results – Table 1  
Field and Laboratory Test Procedures

**TABLE 1**  
**SUMMARY OF LABORATORY TEST RESULTS**  
 COT Ybor Pump Station  
 Tampa, Florida  
 AREHNA Project No. B-19-128

| Boring No. | Sample Depth (feet) | Sieve Analysis (% Passing) | Atterberg Limits (%) |    |                  | Natural Moisture Content (%) | USCS Group |
|------------|---------------------|----------------------------|----------------------|----|------------------|------------------------------|------------|
|            |                     |                            | LL                   | PL | Plasticity Index |                              |            |
| B-01       | 18.5 - 20           | #200<br>36                 | 47                   | 20 | 27               | 35                           | SC         |

## FIELD PROCEDURES

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### **Standard Penetration Test (SPT) Borings**

The SPT borings are performed in general accordance with ASTM D-1586, "Penetration Test and Split-Barrel Sampling of Soils." A rotary drilling process is used and bentonite drilling fluid is circulated in the boreholes to stabilize the sides and flush the cuttings. At regular intervals, the drilling tools are removed and soil samples are obtained with a standard 2-foot long, 2-inch diameter split-tube sampler. The sampler is first seated 6 inches and then driven an additional foot with blows of a 140-pound hammer falling under its own weight a distance of 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance." The penetration resistance, when properly interpreted, is an index to the soil strength and density.





## LABORATORY PROCEDURES

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### **Water Content**

The water content is the ratio, expressed as a percentage, of the weight of water in a given mass of soil to the weight of the solid particles. This test is conducted in general accordance with FM 1-T265.

### **Atterberg Limits (Plasticity)**

A soil's Plasticity Index (PI) is the numerical difference between the Liquid Limit (LL) and the Plastic limit (PL). The LL is the moisture content at which the soil will flow as a heavy viscous fluid and is determined in general accordance with ASTM D-4318. The PL is the moisture content at which the soil begins to crumble when rolled into a small thread and is also determined in general accordance with FM 1-T 90.

### **Fines Content**

In this test, the sample is dried and then washed over a No. 200 mesh sieve. The percentage of soil by weight passing the sieve is the percentage of fines or portion of the sample in the silt and clay size range. This test is conducted in general accordance with ASTM D-1140.





**Page 1 of 2 –DMI Payment**  
**City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments**  
**(FORM MBD-30)**

[ ] Partial [ ] Final

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                    | Trade/Work Activity | Federal ID | Total Sub Contract Or PO Amount | Amount Paid To Date                | Amount To Be Paid For This Period |
|-------------------------|---------------------|------------|---------------------------------|------------------------------------|-----------------------------------|
| [ ] Sub<br>[ ] Supplier |                     |            |                                 | Amount Pending Previously Reported | Sub Pay Period Ending Date        |
|                         |                     |            |                                 | \$                                 | \$                                |
|                         |                     |            |                                 |                                    |                                   |
|                         |                     |            |                                 | \$                                 | \$                                |
|                         |                     |            |                                 |                                    |                                   |
|                         |                     |            |                                 | \$                                 | \$                                |
|                         |                     |            |                                 |                                    |                                   |
|                         |                     |            |                                 | \$                                 | \$                                |
|                         |                     |            |                                 |                                    |                                   |
|                         |                     |            |                                 | \$                                 | \$                                |
|                         |                     |            |                                 |                                    |                                   |
|                         |                     |            |                                 | \$                                 | \$                                |
|                         |                     |            |                                 |                                    |                                   |

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

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: \_\_\_\_\_



## Page 2 of 2 – DMI Payment

### Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

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

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

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

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

0 1 2 3 4 5 6 7 8

**Sign Information**

**Building a Better Tampa**

**David L. Tippin Water Treatment Facility  
Caustic Soda Piping Improvements**

*Project provides for Improvements at the David L. Tippin Water Treatment Facility to Improve the reliability and safety of the Sodium Hydroxide System of the water distribution system within the facility.*

\$TBD investment  
Scheduled for completion in TBD 2014

TBD

**Colors**

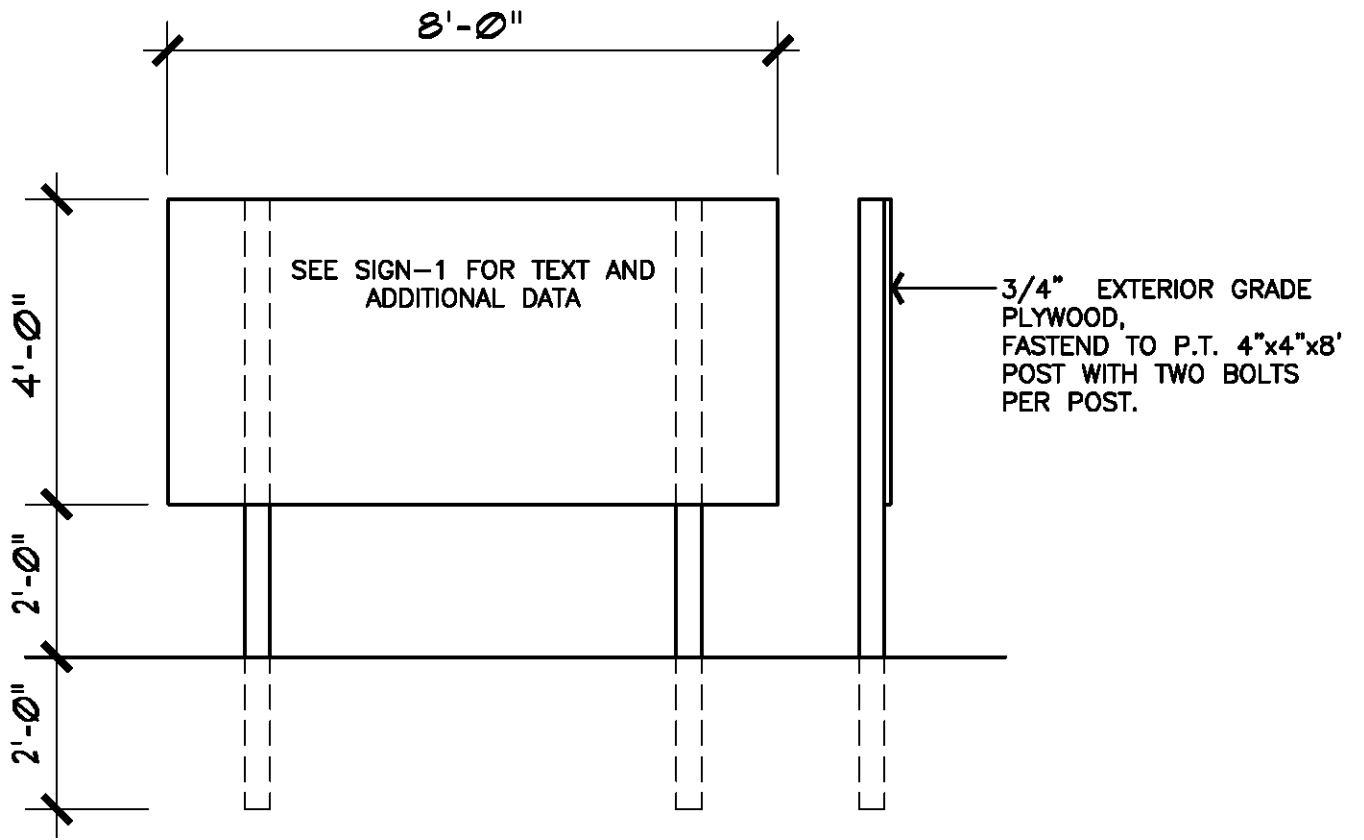
Blue: Sherwin Williams Naval SW6244  
Green: Sherwin Williams Center Stage SW 6920  
White: Sherwin Williams Pure White SW7005

**Font**

Franklin Gothic

**SIGN EXAMPLE ONLY GRAPHIC TO BE DEVELOPED BY CONTRACTOR**

not to scale



## SECTION 1 - EXCAVATION - EARTH AND ROCK

### W-1.01 General

Opencut 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 opencut 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 I 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 I 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 uptight.

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 I 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. Testing for projects located at the Howard F. Curren Treatment Plant or projects related to pumping station rehabilitations shall be tested by an approved third-party lab at the expense of the Contractor.

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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 D2657.

### 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 2□ 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 76 - CONDUIT, WIRE, AND GROUNDING

### W-76.01 General

Conduit, wire, and grounding includes furnishing and installing all conduits, underground ducts, bus ducts, wires, cables, and grounding systems as shown, specified, and required for a complete installation. The work includes the furnishing and installation of wires and cables in flexible and rigid conduits, underground ducts, all as required, shown, and specified.

Descriptive literature and technical information relative to conduits, wires, and grounding shall be submitted by the Contractor in conformance with the requirements of the General Provisions.

The Contractor shall, with reference to approved drawings of equipment being installed, prepare detailed plans showing the layout and size of all conduits, ducts, bus ducts, cables and wires, connections between the point of service connection and all utilizing equipment. These plans shall be in sufficient detail to serve as working drawings for the installing electricians. The drawings shall be to scale not less than the Plans and be prepared as the work develops with approval by the Engineer before major steps of work are undertaken.

During construction, careful notes shall be kept of all deviations or changes in the layout or connection diagrams. Upon completion of the work, all working drawings shall be corrected and then marked "Record Drawings". Four sets of final prints, along with an equal number of bound instruction manuals and parts lists shall be given to the Engineer at the end of the job.

Excavation, backfill, form work, concrete, and reinforcing shall be in accordance with the applicable Workmanship and Materials sections.

### W-76.02 Underground Ducts

In general, underground ducts for feeders and control wiring shall be plastic conduit. The plastic conduit shall be PVC, Schedule 80, and U.L. Inc. listed for direct burial, as manufactured by Carlon, Triangle, Allied Tube, or equal. The conduit shall be buried a minimum of 18 inches below grade. Manufactured fitted plastic duct spacers shall be used for installation spacing.

Ducts installed under streets, roads, alleys, driveways, and parking lots; and conduits leading from the wet well to junction boxes; shall be rigid aluminum conduit covered with no less than 40 mils of PVC, as manufactured by Plasti-Bond, Perma-Cote, KorKap, or equal. The PVC material shall conform to the applicable ASTM standards and UL 6A. The conduit shall be buried a minimum of 24 inches below grade unless otherwise noted or allowed by the NEC.

Each duct shall be carefully cleaned before and after installation. All inside surfaces shall be free from imperfections likely to injure the cable. After installation of complete duct runs in sizes 2 inches and larger, ducts shall be snaked with an approved tube cleaner equipped with an

approved cylindrical mandrel of a diameter not less than 85 percent of the nominal diameter of the duct. Ducts through which the mandrel will not pass shall not be incorporated in the work. After snaking, the ends of dead-ended ducts shall be protected with standard conduit caps to prevent the entrance of water or other foreign matter.

Where ducts enter buildings or at stub-ups to equipment, transitions to aluminum conduits shall be made as noted and detailed. Where it is not otherwise shown, all ducts entering buildings and structures shall have transitions to aluminum conduit at least 5 feet from the outermost edge of the pile cap or footing supporting the outermost vertical wall of the building or structure.

Transitions from above-grade rigid aluminum conduit to nonmetallic conduit shall be accomplished with a threaded adapter. Rigid aluminum conduit installed above grade and extending below grade shall include the first 90° elbow. All rigid aluminum conduits extending below grade shall be coated with two coats of an asphaltum-type paint along its entire length below grade and extending 6" above grade or above the top of the finished slab. The asphaltum-type paint shall conform to Fed. Spec. TT-V-51 and equivalent to Koppers Bitumastic Super Service Black.

#### W-76.03 Liquidtight Flexible Nonmetallic Conduit (Size 2 Inch or Less)

All flexible conduits size 2 inch or less in non-classified areas shall be nonmetallic, liquidtight, and have a circular cross section. The conduit shall be resistant to oil, water, heat, sunlight, corrosion, most acids, ozone, alkali, strains, abrasions, and crushing. The conduit shall be rated for continuous use at 140°F and be U.L. Inc. listed. Compatible liquidtight nonmetallic fittings shall be used for conduit installation. The flexible conduit and fittings shall be as manufactured by Carlon, Kellems, K-Flex, or equal.

#### W-76.03(a) Liquidtight Flexible Metallic Conduit (Greater Than 2 Inch)

All flexible conduits greater than 2 inch in non-classified areas shall be metallic, liquidtight, and have a circular cross section. The conduit shall be of a light-weight aluminum core, coupled with a PVC jacket. The conduit shall be resistant to sunlight, acid, and oil. The conduit shall be rated for a working temperature between -20°C to 80°C and U.L. Inc. listed. Compatible liquidtight metallic fittings shall be used for conduit installation. The flexible conduit and fittings shall be as manufactured by Thomas & Betts or equal.

#### W-76.04 Metallic Conduit and Boxes

All conduit shall comply with the requirements of the U.L. Inc. Standards. Conduit shall be delivered to the job site in standard bundles having each length suitably marked with the manufacturer's name or trademark and bearing the label of the U.L. Inc. inspection service. The minimum size conduit service shall be 3/4 inch.

All exposed conduit within buildings and exposed on outdoor structures shall be rigid heavy wall, 6063 alloy, T-1 temper, aluminum conduit. Aluminum conduit shall conform to Fed. Spec. WW-C-540 and ANSI C80.5.

All conduit encased in building structures, exposed in the screen room/wet well area, or otherwise noted, shall be rigid aluminum covered with not less than 40 mils of PVC outside, and 2 mils of urethane inside, as manufactured by Plasti-Bond, Perma-Cote, KorKap, or equal. The physical properties of the PVC and urethane materials shall conform to the applicable ASTM standards and UL 6A.

Cast copper-free aluminum shall be used for outlet boxes and fittings in aluminum conduit systems. Outlet and junction boxes shall be of proper dimensions for each application. Cast metal boxes shall have watertight gaskets and covers secured with stainless steel screws. Outlet boxes shall be Crouse-Hinds type FS, FD, or equal.

PVC coated boxes and fittings shall be used in PVC coated conduit systems.

Conduit fittings, such as elbows, tees, couplings, caps, bushings, nipples, and locknuts shall be constructed of the same material as the conduit and be threaded to provide watertight connections. Conduit bodies shall be copper-free cast aluminum with gasketed aluminum covers secured with stainless steel screws and be type Form 7 or Mark 9 as manufactured by Crouse-Hinds, or equal.

Where it is necessary to use electrical unions, Universal, Erikson, or equal conduit couplings shall be used.

#### W-76.05 Conduit Installation

All conduits shall be installed as required. The conduit system shall be installed complete with all accessories, fittings, and boxes, in an approved and workmanlike manner to provide proper raceways for electrical conductors.

The Contractor shall note that conduit runs shown are for the purpose of outlining the general method of routing the conduits to avoid interferences.

All other conduit shall be run exposed, except where shown otherwise.

Sizes not shown shall be one size larger than indicated in Tables 1 and 4, Chapter 9, of the NEC. Exposed conduit shall be run parallel to or at right angles from walls or beams and plumb on columns and on walls. Conduit shall not be run through beams except where approved by the Engineer or specifically detailed. Where possible, conduit shall be pitched slightly to drain to the outlet boxes or otherwise installed to avoid trapping of condensate. Where necessary to ensure drainage, Appleton Type ECD, Crouse-Hinds, or equal, 1/4-inch drain fitting shall be installed in the trapped conduit at low points.

Factory made bends or elbows shall be used wherever possible. Field bends shall be carefully made to prevent conduit damage or reduction in the internal area. The bending radius shall be not less than six times the nominal diameters of the conduit with carefully matched bends on parallel runs to present a neat appearance. The number of crossovers shall be kept to a minimum.

All conduit shall be reamed to remove burrs before installation. Aluminum conduit shall be cut with a saw to prevent reduction in internal area. To seal out air and moisture, lower electrical resistances, and prevent seizing and galling; aluminum conduit threads shall be given a coat of Aluma-Shield surface compound, as manufactured by Thomas & Betts, prior to assembly. All connections and joints in all conduit runs shall be watertight and ensure a low resistance ground path in the conduit system. All conduit runs shall be swabbed to remove foreign matter before wires are pulled in. Conduit terminations in boxes, panels, switchboards, motor control centers, and other sheet metal enclosures shall be bonded together for grounding and be fitted with insulating bushings, O.Z./Gedney Type A, Thomas and Betts, or equal. Where grounding bushings are required by code or shown, O.Z./Gedney Type SBLG, Thomas and Betts, or equal shall be furnished.

Conduit shall be neatly grouped where several lines follow a parallel course, and shall be well supported, using stainless steel clips or hangers of the ring or trapeze type. Clips, hangers, and support rods shall be held by self-drilling anchors, power-driven fasteners, or stainless steel channel insets in the concrete ceilings or walls. Perforated strap hangers will not be accepted.

Conduit runs that enter the building from outdoors, or that pass through refrigerated or air conditioned areas, are subject to moisture accumulation due to condensation. A pull box shall be provided in the conduit run near the point of temperature change to prevent trapping of moisture within the conduit system. A 1/4-inch weep hole shall be drilled in the bottom of the pull box. After the wires and cables are installed, the end of the conduit continuing into the warmer area shall be packed with a nonsetting sealing compound.

All PVC coated aluminum conduit shall be installed using specialized tools and equipment as recommended by manufacturer. The Contractor shall ensure those installing PVC coated aluminum conduit are certified by the manufacturer prior to beginning installation. Installation of PVC coated aluminum conduit shall not begin until a copy of an unexpired Certified Installer Card for each installer is submitted and approved by Engineer.

#### W-76.06 Conduit Connections to Equipment

The conduit system shall terminate at the terminal box or at the conduit connection point of electric motors, devices, and equipment. Terminations of conduits at such locations shall permit direct wire connections to the motors, devices, or equipment.

Conduit connections shall be made with rigid conduit if the equipment is fixed and not subject to adjustment, mechanical movement, or vibration. Myers water-tight /dust-tight hubs shall be used for outdoor, below grade, or wash down areas. Rigid conduit connections shall have union fittings to permit removal of equipment without cutting or breaking the conduit.

Conduit connections shall be made with approved flexible nonmetallic conduit if the equipment is subject to adjustment, mechanical movement, or vibration. Flexible conduit connections shall be watertight.

### W-76.07 Expansion Fittings

Expansion fittings shall be installed at all expansion joints and where required by codes. Conduit expansion fittings shall be Crouse-Hinds Type XD, O.Z./Gedney Type DX, or equal.

### W-76.08 Terminal, Junction, and Pull Boxes

Junction and pull boxes shall be installed as shown and as required.

Surface-mounted junction and pull boxes, unless specified otherwise herein, shall be of cast aluminum complete with mounting lugs, threaded entry bosses and flange or rabbeted gasketed covers.

Surface-mounted junction and pull boxes which would exceed 50 pounds weight if cast or which are shown as fabricated sheet metal boxes shall be made of 1/8-inch sheet aluminum, or equivalent stainless steel, with sides return channel flanged around the cover opening or with approved welded angle or channel supporting frames. Sheet aluminum boxes shall be provided with mounting lugs or channels and with conduit termination hubs. All seams in sheet aluminum boxes shall be continuously welded and ground smooth. All surface boxes larger than 6 inches square shall be mounted a minimum of 3/4 inch clear of the mounting surface by means of offset lugs or support channels.

Fabricated junction and pull boxes which are partially or fully encased in concrete shall be made of 10-gauge sheet stainless steel and fabricated in a similar manner to the sheet aluminum pull boxes specified herein, complete with mounting lugs or channels and conduit termination hubs. Cast aluminum boxes shall be provided in smaller sizes where required for full or partial encasement in concrete.

All junction and pull boxes shall be provided with covers or doors as shown or required. Covers and doors shall be fabricated of materials equal in weight, gauge, structure, and metallic composition as the basic box. All covers shall be gasketed and held in place with stainless steel captive knurled head screw slot bolts. All pull and junction boxes shall be provided with hinged doors. Doors shall have continuous hinges, and 3-point catches with external handles and hasps for padlocks. All doors shall be gasketed.

All boxes shall be provided with partitions as shown and as required.

Fabricated boxes shall be rated NEMA 12 for indoor, above grade areas; rated NEMA 4X for outdoor areas; and manufactured by Hoffman, Hope, or equal.

### W-76.09 Hazardous Areas

All conduit and equipment installed in or routed through hazardous areas, as well as other electrical appurtenances installed therein, shall be installed to conform in every respect to Chapter 5 of the NEC for Class I, Division 1, Group D hazardous locations. All material installed in

hazardous areas shall be listed as complying with the requirements of the U.L. Inc. for use in Class I, Group D atmospheres. Terminal Boxes and Enclosures mounted in Hazardous Areas shall be NEMA 7, cast aluminum.

Sealing shall be provided for all conduits within and leaving hazardous areas as required.

#### W-76.10 Grounding System

A complete grounding system shall be in accordance with applicable ANSI, IEEE, and NEC Standards and local codes.

All noncurrent-carrying metal parts of the electrical wiring system shall be grounded. The grounding system shall include, but not be limited to, the following:

1. Motor control center controllers, ground bus, and enclosures.
2. All motor frames.
3. All conduit systems.
4. All mechanical equipment and structures.
5. Distribution and lighting panelboards.
6. Control, relay, and instrumentation panels.
7. Lighting fixtures and receptacles.
8. Fans, blowers, pumps, and similar equipment.
9. Hoist beams, cranes, and similar items.

A grounding connection from the transformer to the City water pipe shall be provided. The wire and conduit shall be attached to the City water pipe with a U.L. Inc. listed cast bronze U-bolt connector with silicon bronze bolts and nuts.

Motor frames shall be grounded by means of stranded, 600-volt insulated copper cables installed within the motor feeder conduit system. The cable shall be lug bolted to the motor terminal box and the ground bus of the motor control center serving the motor.

An equipment grounding conductor shall be installed in all electrical raceways, and shall be sized in accordance with Article 250.95 of the National Electrical Code (NEC).

Exposed or buried ground conductors shall be bare copper wires or bars of the proper sizes.

All exposed ground cables or bars shall be firmly and neatly supported in place at proper intervals. Where subjected to mechanical abuse, protective enclosures shall be provided.

Grounding conductors run in conduits with circuit conductors shall be stranded cable with 600-volt green XHHW, TW, THW, or RHW Code insulation.

Stainless steel ground rods shall be 5/8-inch diameter with the length as required, and made up of a 10-foot section with 5-foot sections added as required. Rods shall be driven to permanently

moist soil.

Connections to ground rods, transformer case ground bus bars, case grounds, bare ground grid conductors, and the like, shall be made by an exothermic welding process or by clamps specifically designed for this application.

Ground conductor connections to ground bus bars in motor control centers, and the like, shall be cable lug bolted terminations equal to line conductor terminations specified hereinafter.

Welds embedded in the ground or concrete shall be cleaned and painted with an asphaltum base paint.

Tests shall be conducted by the Contractor and witnessed by the Engineer to determine the ground impedance for the entire system. The test shall be accomplished by using a ground loop impedance tester. The result shall not exceed 2 ohms at any point of test. If necessary, additional ground rods shall be installed at locations approved by the Engineer.

Care shall be exercised to ensure good electrical connections between the conduits and metallic enclosures of switchgear, control centers, and the like. Grounding jumpers shall be installed where necessary to accomplish this purpose.

#### W-76.11 Wires and Cables - General

Wires and cables required for all systems shall be complete, connecting all equipment and control components. Conductors shall be of ample size, with suitable insulation as specified hereinafter.

#### W-76.12 600-Volt Wire and Cable - Conductors

All ground conductors and power, control, and lighting conductors shall be soft-drawn or annealed stranded copper wire meeting the requirements of ASTM B 3 or B 33. For lighting fixture and convenience outlet wiring only, conductors No. 10 AWG and smaller may be solid conductor. Conductors shall be sized to limit the maximum conductor temperature to less than 75°C, except where specifically stated otherwise. Table 310.16 of the NEC shall be the guide in determining 600-volt conductor sizes. The minimum size of conductor for power and lighting wiring shall be No. 12 AWG.

#### W-76.13 600-Volt Power and Control Cable - Insulation

Low voltage circuits shall be wired with 600-volt insulated conductors, sized as shown, or as required by the actual load to be served, whichever is larger.

**Single Conductor:** Insulation for single 600-volt copper conductors shall be cross-linked polyethylene compound, U.L. Inc. listed, NEC Type XHHW-2, with surface print cable identification; as manufactured by Okonite, American, Southwire or equal.

**Multiconductor Cables:** Individual conductors shall be insulated with 15 mils of polyethylene or PVC and 4-mil nylon jacket. The bundle of conductors shall be wrapped with tape binder and an outer jacket of not less than 45 mils of PVC. Use ICEA Method 1 for color coding wires.

#### W-76.14 Instrumentation / Data Cables - Insulation

**4-20 mA Analog:** Shielded two-conductor No. 16 AWG cables for instrumentation shall be properly stranded 600-volt insulated copper wire twisted cables as shown. Conductor insulation shall be polyethylene. Shields shall be overlapped metalized tape providing 100% coverage with tinned copper drain wire. Cable outer jacketing shall be of polyvinyl chloride. Cables shall be Belden #8719, or equal.

**Three Conductor:** Stranded No. 16 wire, 600 volt polyethylene insulation, twisted conductors, tinned copper drain wire, overlapped metalized tape overall shield providing 100 percent shield coverage and outer jacket of PVC. Belden Cat. No. 8618.

**Category 5:** Provide cable having third party verification to TIA/EIA 568-A Category 5 requirements and constructed of four pair of stranded No. 24 AWG solid copper wire, polyethylene or polypropylene insulation, stranded No. 24 AWG tinned copper drain wire, overlapped metalized tape overall shield providing 100 percent shield coverage and outer jacket of gray PVC. Belden Cat. No. 1624R.

**Twinaxial (Data Highway):** Provide stranded No. 20 AWG tinned copper wire (9.5 ohms/mile), 78 ohm nominal impedance, 300 volt polyethylene insulation, tinned copper drain wire, overlapped metalized tape overall shield providing 100 percent shield coverage and 55 percent tinned copper braid shield (4.1 ohms/mile) and outer jacket of blue PVC. Belden Cat. No. 9463.

**1-1/2 Pair (RS-485):** Provide three stranded No. 22 AWG tinned copper wires with 300 volt FHDPE insulation, a tinned copper drain wire, overlapped metalized tape overall shield providing 100 percent shield coverage, 90 percent tinned copper braid shield and a PVC outer jacket. Insulated wires shall be configured as one twisted pair and one reference conductor— 120 Ohms characteristic impedance. Belden Cat. No. 3106A.

#### W-76.15 600-Volt Wire and Cable - Installation

The 600-volt wires and cables pulled into ducts and conduit shall be installed without the use of lubricants, except where such use is necessary and approved by the cable manufacturers and the Engineer. Wires and cables shall be carefully handled to avoid twists and kinks in the conductors or damage to the insulation. All trapped conduit and duct lines shall be swabbed to remove any accumulated moisture or debris before wires or cables are pulled in.

Cable reels shall be stored on concrete or other hard surface, or shall be lagged with 2 x 4 wood laggings providing 100% coverage.

No splicing will be permitted, except in junction boxes.



Lug bolting at terminals, devices, or bus bars shall be made up with a flat washer, a Belleville washer, and a locknut.

Lines of nylon or polypropylene, propelled by carbon dioxide or compressed air, shall be used to snake or pull wire and cable into conduits. Flat steel tapes or steel cables shall not be used.

#### W-76.16 600-Volt Wire and Cable - Splices and Terminations

Splices between copper conductors, size no. 10 AWG and smaller, shall be made up with compression type butt connections. Splices between copper conductors, size no. 8 AWG and larger, shall be made up with U.L. Inc. listed compression type tube connectors.

Lug bolting at devices, bus bars or motors shall be made up with a flat washer, a Belleville washer, and a locknut. The length of the bolt shall not extend more than a couple of threads past the end of the locknut. Lugs shall have holes that match the size of the bolt. The minimum size for feeder lugs shall match the bolt size of lugs on motor wiring. If motor lugs don't match, lugs shall be changed to match size of bolt, using a proper crimping tool.

Splices and pigtail connections for lighting and receptacle wiring inside the buildings, no. 10 AWG and smaller, shall be made with a pre-insulated spring connectors, or equal.

Splices and lug terminations in 600-volt insulated cables shall be carefully taped and covered, using materials recommended by the cable manufacturer, to provide watertight insulation equal to that of the conductors.

Lug terminations at motor connections shall be insulated using three layers of tape. The first layer shall have a wrap of varnished cambric tape (Scotch 2520 or equal). As an alternative to varnished cambric tape, self-fusing silicon rubber tape (Scotch 70 or equal) or vinyl electrical tape (Scotch 33, 88 or equal) may be used. If vinyl electrical tape is used, the wrap shall be installed upside down. The second layer shall have a wrap of rubber splicing tape (Scotch 23, 130C, or equal). The third layer shall have a wrap of vinyl electrical tape (Scotch 33, 88, or equal).

Splices shall not be made within manholes unless specifically approved by the Engineer.

#### W-76.17 600-Volt Wire and Cable - Tests

The 600-volt insulated cables shall be factory tested prior to shipment in accordance with IPCEA standards for the insulation specified.

The following 600-volt wires and cable shall be tested after installation but before final connections are made up:

1. All feeders from motor control centers to motors 30 horsepower and larger.
2. All feeders from variable speed drive units.
3. All feeders from motor control centers to lighting panels and dry-type transformers.

For the above listed cables, a test voltage of 1,500 volts AC shall be applied for a period of 1 minute between all conductors in the same conduit, and between each conductor and ground.

All tests shall be made at the Contractor’s expense, and certification of the tests shall be submitted to the Engineer. If any failures occur during the tests, the Contractor shall replace the cable.

**W-76.18 Identification of Circuits**

All wires and cables shall be banded with an identifying number and color code at each end termination and at each splice point in junction boxes. The identifying number of each wire shall be determined at the point of circuit origin, and shall continue unchanged to the point of circuit termination. In each conduit system, the wire identifying numbers shall include the conduit designation with a numeral suffix. The numeral suffix shall start with No. 1 and continue as required.

Where conduits enter motor control centers, switchgear terminal cabinets, and the like, the identification tag shall be fastened to the wire bundle near the conduit termination. The tag shall be held by an adjustable, self-locking nylon “Ty-Rap” as manufactured by Thomas and Betts Co., or equal. The identifying tag shall be of aluminum, brass, rigid fiber, and shall be engraved, stamped, or painted with the scheduled conduit number.

The wire identifying numbers and color code shall be applied as PVC slip-on sleeves, properly fitted to the wire diameter. The sleeves shall be as manufactured by Brady Co., Thomas and Betts Co., or equal.

**Color Coding:**

| <b>120/208 VOLTS</b> | <b>PHASE</b> | <b>480Y/277 VOLTS</b> |
|----------------------|--------------|-----------------------|
| Black                | A            | Brown                 |
| Red                  | B            | Orange                |
| Blue                 | C            | Yellow                |
| White                | Neutral      | Gray or White         |
| Green                | Ground       | Green                 |

**W-76.19 Wire and Cable Connections to Equipment**

Electrical connections shall be made to all equipment in strict accordance with the manufacturer’s approved wiring diagrams, the Plans, or as approved by the Engineer. The Contractor shall be responsible for the accuracy of his work, and shall repair any damage and replace any damaged equipment resulting from erroneous connections.

## W-76.20 Painting

Conduit and boxes shall be painted in accordance with the Workmanship and Materials section headed "Painting."

Where aluminum surfaces such as boxes, conduit, or structural supports come in contact with incompatible metals, lime, mortar, concrete, or other masonry materials, the contact areas shall be given one field coat of Koppers Metal Passivator No. 40 and one coat of Koppers Bitumastic Super Service Black or two coats of asphalt varnish conforming to Fed. Spec. TT-V-51.

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## SECTION 03110

### CONCRETE FORMING

#### PART 1 GENERAL

##### 1.01. SCOPE OF WORK

- A. Provide materials, labor, and equipment required for the design and construction of all concrete formwork, bracing and supports in accordance with the provisions of the Contract Documents.

##### 1.02. RELATED SECTIONS

- A. Section 03200 – Concrete Reinforcing
- B. Section 03300 - Cast-in-Place Concrete

##### 1.03. REFERENCE

- A. Conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
  - 1. Florida Building Code
  - 2. ACI 318 - Building Code Requirements for Structural Concrete
  - 3. ACI 301 - Specifications for Structural Concrete for Buildings
  - 4. ACI 347 - Recommended Practice for Concrete Formwork
  - 5. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials

##### 1.04. SUBMITTALS

- A. Submit the following in accordance with the Specific Provisions.
  - 1. Manufacturer's data on proposed form release agent and form ties.

##### 1.05. QUALITY ASSURANCE

- A. Concrete formwork shall be in accordance with ACI 301, ACI 318 and ACI 347.

## **PART 2 PRODUCTS**

### **2.01 FORMS AND FALSEWORK**

- A. All forms shall be smooth surface forms unless otherwise specified.
- B. Materials for wood concrete forms and falsework shall be at the discretion of the Contractor.
- C. Other form materials such as metal, fiberglass, or other acceptable material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line and grade indicated may be submitted to the Engineer for approval, but only materials that will produce a smooth form finish equal or better than the wood materials specified will be considered.

### **2.02 FORMWORK ACCESSORIES**

- A. Wall form ties shall be removable snap-off type, 316 stainless steel, fixed length, cone type, with waterproofing rubber washer, 1" or 2" back break dimension, free of defects that could leave holes larger than 1" in concrete surface.
- B. Form Coating
  - 1. Conform to ACI 347.
  - 2. Form coating must not bond with, stain, or adversely affect concrete surfaces.
  - 3. Form coating must not impair subsequent treatment of concrete surfaces, including bonding agents, curing compounds, paint, protective coatings and waterproofing.
  - 4. Form coating must be non-toxic or become non-toxic within 30 days.

## **PART 3 EXECUTION**

### **3.01 FORM DESIGN**

- A. Forms and falsework shall be designed for total dead load, plus all construction live load as outlined in ACI 347. Design and engineering of formwork and safety considerations during construction shall be the responsibility of the Contractor.
- B. Forms shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete. The maximum deflection of facing materials reflected in concrete surfaces exposed to view shall be 1/240 of the span between structural members.
- C. All forms shall be designed for predetermined placing rates per hour, considering expected air temperatures and setting rates.

### **3.02 CONSTRUCTION**

- A. The type, size, quality, and strength of all materials from which forms are made shall be subject to the approval of the Engineer. No falsework or forms shall be used which are not clean and suitable. Deformed, broken or defective falsework and forms shall be removed from the work.
- B. Forms shall be smooth and free from surface irregularities. Suitable and effective means shall be provided on all forms for holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridges, fins, offsets, or similar surface defects in the finished concrete. Joints between the forms shall be sealed to eliminate any irregularities. The arrangement of the facing material shall be orderly and symmetrical, with the number of seams kept to a practical minimum.
- C. Forms shall be true to line and grade and shall be sufficiently rigid to prevent displacement and sagging between supports. Curved forms shall be used for curved and circular structures. Straight panels joined at angles will not be acceptable for forming curved structures. Forms shall be properly braced or tied together to maintain their position and shape under a load of freshly-placed concrete. Facing material shall be supported with studs or other backing which shall prevent both visible deflection marks in the concrete and deflections beyond the tolerances specified.
- D. Forms shall be mortar tight so as to prevent the loss of water, cement and fines during placing and vibrating of the concrete. Specifically, the bottom of wall forms that rest on concrete footings or slabs shall be provided with a gasket to prevent loss of fines and paste during placement and vibration of concrete. Such gasket may be a 1 to 1½ inch diameter polyethylene rod held in position to the underside of the wall form.
- E. All vertical surfaces of concrete members shall be formed, and side forms shall be provided for all footings, slab edges and grade beams. Vertical earth forms are not permitted.
- F. All forms shall be constructed in such a manner that they can be removed without hammering or prying against the concrete. Wood forms shall be constructed for wall openings to facilitate loosening and to counteract swelling of the forms.
- G. Adequate clean-out holes shall be provided at the bottom of each lift of forms. Temporary openings shall be provided at the base column forms and wall forms and at other points to facilitate cleaning and observation immediately before the concrete is deposited. The size, number and location of such clean-outs shall be as acceptable to the Engineer.
- H. Construction joints shall not be permitted at locations other than those shown or specified, except as may be acceptable to the Engineer. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory affect whatsoever on the concrete. For flush surfaces at construction joints exposed to view, the contact surface of the form sheathing over the hardened concrete in the previous placement shall be lapped by not more than 1 inch. Forms shall be held against hardened concrete to prevent offset or loss of mortar at construction joints and to maintain a true surface.

- I. The formwork shall be cambered to compensate for anticipated deflections in the formwork due to the weight and pressure of the fresh concrete and due to construction loads. Set forms and intermediate screed strips for slabs accurately to produce the designated elevations and contours of the finished surface. Ensure that edge forms and screed strips are sufficiently strong to support vibrating screeds or roller pipe screeds if the nature of the finish specified requires the use of such equipment. When formwork is cambered, set screeds to a like camber to maintain the proper concrete thickness.
- J. Positive means of adjustment (wedges or jacks) for shores and struts shall be provided and all settlement shall be taken up during concrete placing operation. Shores and struts shall be securely braced against lateral deflections. Wedges shall be fastened firmly in place after final adjustment of forms prior to concrete placement. Formwork shall be anchored to shores or other supporting surfaces or members to prevent upward or lateral movement of any part of the formwork system during concrete placement. If adequate foundation for shores cannot be secured, trussed supports shall be provided.

**3.03 TOLERANCES**

- A. Unless otherwise indicated in the Contract Documents, formwork shall be constructed so that the concrete surfaces will conform to the tolerance limits listed in ACI 117. These limits are reproduced in Table 3.1 herein solely for the Contractor's convenience. ACI 117 governs over any conflict between it and Table 3.1.
- B. Structural framing of reinforced concrete around elevators and stairways shall be accurately plumbed and located within ¼-inch tolerance from established dimensions.
- C. The contractor shall establish and maintain in an undisturbed condition and until final completion and acceptance of the project, sufficient control points and bench marks to be used for reference purposes to check tolerances. Plumb and string lines shall be installed before concrete placement and shall be maintained during placement. Such lines shall be used by Contractor's personnel and by the Engineer and shall be in sufficient number and properly installed. During concrete placement, the Contractor shall continually monitor plumb and string line form positions and immediately correct deficiencies.
- D. Regardless of the tolerances specified, no portion of the structure shall extend beyond the legal boundary of the structure.

**TABLE 3.1: TOLERANCES FOR FORMED SURFACES**

|    |                                      |       |
|----|--------------------------------------|-------|
| 1. | Vertical Alignment                   |       |
|    | a. <i>For heights 100 ft or less</i> |       |
|    | Lines, surfaces and arises           | 1 in. |

|    |   |                    |
|----|---|--------------------|
|    | Outside corner of exposed corner columns and control joint grooves in concrete exposed to view                            | ½ in.              |
| b. | <i>For heights greater than 100 ft</i>  |                    |
|    | Lines, surfaces, and arises, 1/1000 times the height but not more than  | 6 in.              |
|    | Outside corner of exposed corner columns and control joint grooves in concrete, 1/2000 times the height but not more than | 3 in.              |
| 2. | Lateral Alignment   |                    |
| a. | <i>Members</i>  | 1 in.              |
| b. | <i>In slabs, centerline location of openings 12 in. or smaller and edge location of larger openings</i>                   | ½ in.              |
| c. | <i>Sawcuts, joints, and weakened plane embedments in slabs</i>  | ¾ in.              |
| 3. | Level Alignment   |                    |
| a. | <i>Top of slabs</i>   |                    |
|    | Elevation of slabs-on-grade   | ¾ in.              |
|    | Elevation of top surfaces of formed slabs before removal of supporting shores   | ¾ in.              |
| b. | <i>Elevation of formed surfaces before removal of shores</i>  | ¾ in.              |
| c. | <i>Lintels, sills, parapets, horizontal grooves and other lines exposed to view</i>                                       | ½ in.              |
| 4. | Cross Sectional Dimensions  |                    |
| a. | <i>Members such as columns, beams, piers, walls, (thickness only), and slabs (thickness only)</i>                         |                    |
|    | 12 in. dimension or less  | + ⅜ in.<br>- ¼ in. |
|    | More than 12 in. dimension but not over 3 ft dimension  | + ½ in.<br>- ⅜ in. |



Over 3 ft dimension

+ 1 in.  
- ¾ in.

5. Relative Alignment

a. *Stairs*

Difference in height between adjacent risers 1/8 in.

Difference in width between adjacent treads 1/4 in.

b. *Grooves*

Specified width 2 in. or less 1/8 in.

Specified width more than 2 in. but not more than 12 in. 1/4 in.

c. *Formed surfaces may slope with respect to the specified plane at a rate not to exceed the following amounts in 10 ft.*

i. Vertical alignment of outside corner of exposed corner columns and control joint grooves in concrete exposed to view. 1/4 in.

ii. All other conditions 3/8 in.

d. *The offset between adjacent pieces of formwork facing material shall not exceed:*

|                   |         |
|-------------------|---------|
| Class of surface: |         |
| Class A           | 1/8 in. |
| Class B           | 1/4 in. |
| Class C           | 1/2 in. |
| Class D           | 1 in.   |

Unless otherwise specified or noted on the Drawings, the Class of surface to be used shall be as follows:

Class A shall be used on all surfaces that are to receive a smooth rubbed finish in accordance with Specification Section 03300.

Class B shall be used on surfaces intended to receive plaster or cementitious coatings.

Class C shall be used on the inner face of walls of tanks and flow channels, from bottom of wall to 3 feet below water surface.

Class D shall be used on exterior surfaces below grade or otherwise intended to be permanently concealed.

- e. Floor finish tolerances as measured by placing a freestanding (unleveled) 10 ft. straightedge anywhere on the slab and allowing it to rest upon two high spots within 72 hours after slab concrete placement. The gap at any point between the straightedge and the floor (and between the highspots) shall not exceed:

| Classification: | Tolerance |
|-----------------|-----------|
| Conventional    |           |
| Bullfloated     | ½ in.     |
| Straightedged   | 5/16 in.  |
| Flat            | 3/16 in.  |
| Very Flat       | ⅛ in.     |

Unless otherwise specified or noted on the Drawings, the floor finish tolerance classifications to be used shall be as follows:

Bullfloated classification shall be used on floors of tanks and flow channels.

Straightedged classification shall be used on floors of habitable spaces where no other classification is indicated.

Flat and Very Flat classifications shall be used where specifically indicated on the Drawings.

6. Openings Through Members

- |    |  |                    |
|----|--|--------------------|
| a. | <i>Cross-sectional size of opening</i>   | - ¼ in.<br>+ 1 in. |
| b. | <i>Location of centerline of opening</i> | ½ in.              |

Tolerances apply to concrete dimensions only, not to positioning of vertical reinforcing steel, dowels, or embedded items.

### 3.04 FORM ACCESSORIES

- A. Suitable moldings shall be placed to bevel or round all exposed corners and edges of beams,

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columns, walls, slabs, and equipment pads. Chamfers shall be ¾ inch unless otherwise noted.

- B. Form ties shall be so constructed that the ends, or end fasteners, can be removed without causing appreciable spalling at the faces of the concrete. After ends, or end fasteners of form ties have been removed, the embedded portion of the ties shall terminate not less than 2 inches from the formed face of the concrete that is exposed to wastewater or enclosed surfaces above the wastewater, and not less than 1 inch from the formed face of all other concrete. Holes left by the removal of form tie cones shall be reamed with suitable toothed reamers so as to leave the surface of the holes clean and rough before being filled with mortar as specified in Section 03300 – Cast-in-Place Concrete. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete member. The use of snap-ties which cause spalling of the concrete upon form stripping or tie removal will not be permitted. No snap ties shall be broken off until the concrete is at least three days old. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste.

### **3.05 APPLICATION - FORM RELEASE AGENT**

- A. Forms for concrete surfaces that will not be subsequently waterproofed shall be coated with a form release agent. Form release agent shall be applied on formwork in accordance with manufacturer's recommendations.

### **3.06 INSERTS AND EMBEDDED ITEMS**

- A. Sleeves, pipe stubs, inserts, anchors, expansion joint material, waterstops, and other embedded items shall be positioned accurately and supported against displacement prior to concreting. Voids in sleeves, inserts, and anchor slots shall be filled temporarily with readily removable material to prevent the entry of concrete into the voids.

### **3.07 FORM CLEANING AND REUSE**

- A. The inner faces of all forms shall be thoroughly cleaned prior to concreting. Forms may be reused only if in good condition and only if acceptable to the Engineer. Light sanding between uses will be required wherever necessary to obtain uniform surface texture. Unused tie rod holes in forms shall be covered with metal caps or shall be filled by other methods acceptable to the Engineer.

### **3.08 FORM REMOVAL AND SHORING**

- A. Forms shall not be disturbed until the concrete has attained sufficient strength. Sufficient strength shall be demonstrated by structural analysis considering proposed loads, strength of forming and shoring system, and concrete strength data. Shoring shall not be removed until the supported member has acquired sufficient strength to support its weight and the load upon it. Members subject to additional loads during construction shall be adequately shored to sustain all resulting stresses. Forms shall be removed in such manner as not to impair safety and serviceability of the structure. All concrete to be exposed by form removal shall have

sufficient strength not to be damaged thereby.

- B. Provided the strength requirements specified above have been met and subject to the Engineer's approval, forms may be removed at the following minimum times. The Contractor shall assume full responsibility for the strength of all such components from which forms are removed prior to the concrete attaining its full design compressive strength. Shoring may be required at the option of the Engineer beyond these periods.

Minimum time following concrete placement until form removal

| <b>Ambient Temperature (°F) During Concrete Placement</b> |                  |                   |                   |                   |   |
|---|------------------|-------------------|-------------------|-------------------|---|
|   | <b>Over 95°F</b> | <b>70 to 95°F</b> | <b>60 to 70°F</b> | <b>50 to 60°F</b> | <b>Below 50°F</b>   |
| Walls   | 5 days           | 3 days            | 3 days            | 3 days            | Do not remove until directed by Engineer (7 days minimum) |
| Columns   | 7 days           | 3 days            | 3 days            | 4 days            |   |
| Beam Soffits  | 10 days          | 7 days            | 7 days            | 7 days            |   |
| Elevated Slabs<br>6" or less                              | 10 days          | 7 days            | 7 days            | 7 days            |   |
| Elevated Slabs<br>over 6" thick                           | 12 days          | 7 days            | 7 days            | 7 days            |   |

- C. When, in the opinion of the Engineer, conditions of the work or weather justify, forms may be required to remain in place for longer periods of time.
- D. An accurate record shall be maintained by the Contractor of the dates of concrete placings and the exact location thereof and the dates of removal of forms. These records shall be available for inspection at all times at the site, and two copies shall be furnished the Engineer upon completion of the concrete work.

**END OF SECTION**

## SECTION 03200

### CONCRETE REINFORCING

#### PART 1 GENERAL

##### 1.01. SCOPE OF WORK

- A. Reinforcing steel bars, wire fabric, and accessories for cast-in-place concrete.

##### 1.02. RELATED SECTIONS

- A. Specific Provisions
- B. Section 03110 – Concrete Forming
- C. Section 03300 – Cast-in-Place Concrete

##### 1.03. REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI SP-66 - American Concrete Institute -Detailing Manual.
- C. ANSI/ASTM A1064 – Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
- D. ANSI/AWS D1.4/D1.4M - Structural Welding Code for Reinforcing Steel.
- E. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- F. CRSI -Concrete Reinforcing Steel Institute -Manual of Practice.
- G. CRSI 63 -Recommended Practice for Placing Reinforcing Bars.
- H. CRSI 65 - Recommended Practice for Placing Bar Supports, Specifications, and Nomenclature.
- I. ACI 318 – Building code requirements for structural concrete.

##### 1.04. SUBMITTALS

- A. Submit shop drawings as described in Specific Provisions.
- B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

## **1.05. QUALITY ASSURANCE**

- A. Perform Work in accordance with ACI 318.
- B. Maintain one copy of document on site.

## **1.06. QUALIFICATIONS**

- A. Welders' Certificates: Submit Manufacturer's Certificates, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

## **1.07. COORDINATION**

- A. Coordinate with placement of formwork, formed openings, and other Work.

## **PART 2 PRODUCTS**

### **2.01 REINFORCEMENT**

- A. Reinforcing Steel: ASTM A615, 60-ksi yield grade; deformed billet steel bars, unfinished.
- B. Welded Steel Wire Fabric: ASTM A1064 Plain Type; in flat sheets unfinished.

### **2.02 ACCESSORY MATERIALS**

- A. Bar supports and accessories shall be of the sizes required to provide the concrete cover specified and shall be of non-corrosive material including, but not limited to, fiberglass, plastic, and/or precast concrete. Where concrete surfaces are exposed to the weather, or liquid in hydraulic structures in finished work, provide plastic accessories only. Use of galvanized or plastic-tipped metal is not permitted in these applications.
- B. Precast concrete bar supports shall use the same class of concrete as specified for the concrete in the structure. The height of the block shall be the height required to provide the cover specified for reinforcing.
- C. The use of wooden bar supports is prohibited.

### **2.03 FABRICATION**

- A. Fabricate concrete reinforcing in accordance with ACI 301 and ACI 318.
- B. Locate reinforcing splices not indicated on drawings, at point of minimum stress. Review location of splices with Engineer.

## **PART 3 EXECUTION**

### **3.01 PLACEMENT**

- A. Place, support, and secure reinforcement against displacement. Do not deviate from required position. Comply with location tolerances of ACI 301.
- B. Do not displace or damage vapor barrier, if applicable.
- C. Accommodate placement of formed openings.
- D. Maintain concrete cover around reinforcing according to the construction plans and ACI-318.
- E. Welding of reinforcing bars is prohibited.

**END OF SECTION**

**SECTION 03300**  
**CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01. SCOPE OF WORK**

- A. Furnish all materials, labor, tools, forms, equipment and other items required to place all concrete, reinforcing steel, forms and miscellaneous related items including sleeves, anchor bolts, inserts and embedded items as shown in the drawings and described in the specifications.

**1.02. RELATED SECTIONS**

- A. Specific Provisions
- B. Section 03110 – Concrete Forming
- C. Section 03200 – Concrete Reinforcing

**1.03. REFERENCES**

- A. The current editions of the following publications shall apply to the extent applicable in each reference:
  - 1. ACI 301 - Specifications for Structural Concrete for Buildings
  - 2. ACI 318 – Building Code Requirements for Structural Concrete
  - 3. ACI 117 – Specifications for Tolerances for Concrete Construction and Materials
  - 4. ACI 305R – Hot Weather Concreting
  - 5. ACI 306R – Cold Weather Concreting
  - 6. ACI 308 – Standard Practice for Curing Concrete
  - 7. ACI 309R – Guide to Consolidation of Concrete
  - 8. ACI 304R – Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete
  - 9. ACI SP-66 – ACI Detailing Manual
  - 10. ASTM C33 – Specifications for Concrete Aggregates
  - 11. ASTM C94 - Specifications for Ready-mixed Concrete



12. ASTM C150 - Specifications for Portland Cement
13. ASTM C260 - Specifications for Air Entraining Admixtures for Concrete
14. ASTM C618 – Specifications for Pozzolonic Materials

#### **1.04. QUALITY ASSURANCE**

- A. Provide the necessary controls to assure the Work will be accomplished in accordance with the contract documents.
- B. Perform Work in accordance with ACI 301.
- C. Obtain materials from same source throughout the Work.
- D. Storage of all materials shall be such that concrete quality is not affected by storage.

#### **1.05. TESTING LABORATORY SERVICES**

- A. Inspection and testing will be performed by an independent testing laboratory under contract with the Contractor in accordance with the Contract Documents.
- B. Testing and analysis of concrete will be performed under provisions of this Section and other related sections.
- C. Provide free access to work and cooperate with the appointed construction inspection firm.

#### **1.06. SUBMITTALS**

- A. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of work in accordance with Submittal Section. Submittal shall include proposed location for each class of concrete.
- B. Submit manufacturer's technical literature, including application procedures, for the following products:
  1. Air entraining agents.
  2. Admixtures.
  3. Joint sealants.
  4. Form-coating materials.
  5. Concrete finishing and coating products.
  6. Curing materials.

7. Any products proposed for use by the contractor and not specified herein. The engineer reserves the right to reject any proposed products.
- C. Submit test data for the proposed concrete design mix(es). The test data shall be prepared by an independent certified testing laboratory employed and paid for by the contractor. The design mix submittal shall include the following.
1. Three (3), Seven (7) and Twenty-eight (28) day compressive strength results for the specific proposed concrete design mix(es).
  2. The manufacturer's technical information for each type of admixture proposed for use on the project.
  3. Submit the following flyash information along with the concrete mix design:
    - a. The flyash producer's documentation of quality control procedures and compliance with this specification.
    - b. Complete chemical analyses of the flyash taken at a minimum of quarterly intervals for the preceding year.

## **1.07. CODE REQUIREMENTS**

- A. All concrete construction shall conform to the requirements of ACI 318, Building Code Requirements for Reinforced Concrete and Commentary and the codes indicated in the References Section of this specification.

## **PART 2 PRODUCTS**

### **2.01 CONCRETE MATERIALS**

- A. All concrete shall be normal weight concrete weighing not more than 150 pcf with compressive strength(s) at 28 days as described in the following section.
- B. Portland Cement:
1. Structural concrete: ASTM C150 – Type II Cement.
- C. Fine and Coarse Aggregates: ASTM C33.
1. Maximum coarse aggregate shall be  $\frac{3}{4}$ -inch.
  2. Fine aggregates shall be washed natural sand or washed manufactured sand.
- D. Mixing Water: Clean potable water.
- E. Flyash: ASTM C618, Class F.

1. Flyash shall be produced from a single known and consistent source.

## **2.02 ADMIXTURES**

- A. Air Entrainment: ASTM C260. Use Darex II AEA or equal.
- B. Water-reducing admixture may be used and must meet ASTM C494 as a Type A and Type D. Use WRDA 64 or equal.
- C. High range water reducing admixture (Superplasticizer): ASTM C494, Type F or Type G.
- D. Use of calcium chloride is not permitted.

## **2.03 CONCRETE MIX**

- A. Mix concrete in accordance with ASTM C94.
- B. Select proportions of ingredients to produce a concrete having proper workability, durability, strength, and appearance. Proportion ingredients to produce a mixture that will work readily into corners and angles of forms and around reinforcement by methods of placing and consolidation employed on the project. Concrete mix shall not allow materials to segregate or allow excess free water to collect on the surface.
- C. Provide concrete to satisfy the following requirements:
  1. Minimum cementitious content shall be 560 lbs/cy.
  2. Compressive Strength (28 days):
    - a. Pipe encasement, over cut fill and fill concrete: 2,500 psi.
    - b. All other structural concrete: 4000 psi.
  1. Water/Cement ratio:
    - a. Pipe encasement, over cut fill and fill concrete: 0.50 maximum without admixtures by weight.
    - b. All other structural concrete: 0.45 maximum without admixtures by weight.
  1. Proportion admixtures according to the manufacturer's recommendations.
  2. Air content: 3% ± 1%.
  3. Fly Ash Content: maximum 25% by volume of cement volume, Type F only.
  4. Slump 3 ± 1 inch regular, 7-8 inch with superplasticizer.

## **2.04 SITE-MIXED CONCRETE**

- A. Site-mixed concrete shall be used only with the Engineers prior approval. Site mixed concrete will not be approved for liquid retaining structures.

## **2.05 CONCRETE CURING MATERIALS**

- A. Membrane curing compounds shall conform to ASTM C309 as follows:
  - 1. Solids: 18%.
  - 2. Unit moisture loss: <0.039 gm/cm<sup>2</sup> maximum at 72 hours.
  - 3. Rate of application: per the manufacturer or between 150 to 200 sq. ft./gal.
  - 4. Shall be pigmented and free of paraffin or petroleum. It shall not reduce the adhesion of paint, waterproofing or other material to be applied to the concrete.
- B. Polyethylene film for curing concrete shall conform to ASTM C171.
- C. Concrete curing materials shall be compatible with all specified coatings.

## **PART 3 EXECUTION**

### **3.01 CONCRETE PLACEMENT**

- A. Placement of concrete shall conform to ACI 304R.
- B. Give the Engineer 48 hours notice prior to concrete placements. No concrete shall be placed on any subgrade or in any formwork until the subgrade, formwork, reinforcing steel, anchor bolts and other imbedded items have been inspected and approved by the Engineer.
- C. The Contractor shall so plan his concrete work in such a manner that once started it can be carried on as a continuous operation until a section, panel or unit is completed. Construction joints other than the ones shown on the drawings must be approved by the Engineer prior to placing concrete.
- D. Concrete shall be placed in daylight except where required for continuous pours of such quantity to necessitate night placing. In such cases, the Contractor shall provide adequate lighting so as to carry on operations to the satisfaction of the Engineer.
- E. Footing concrete shall be cast in forms of the sizes and elevations indicated. If dry, all earth or rock surfaces that contact concrete shall be sprayed to avoid absorption of moisture from the concrete. No footing concrete shall be poured until soil and compaction are approved by the Engineer.
- F. Footing and slab subgrade materials encountered that are judged unsuitable by the Engineer shall be removed and replaced with suitable granular material.

- G. All footing and slab bearing soil surfaces shall be compacted in accordance with the recommendations in the geotechnical report, but not less than a density of at least 95 percent of standard maximum density as determined in accordance with AASHTO Specification T-180, latest revision, a test being made in each lift of compacted fill and/or 1.5-feet into the original soil.
- H. Before depositing new concrete on or against concrete that has set, existing surface shall be thoroughly roughened and cleaned of laitance, foreign matter and loose particles. Forms shall be re-tightened and existing surfaces covered with a bonding agent in accordance with the manufacturer's requirements.
- I. Concrete shall be conveyed to forms as rapidly as practicable without segregation or loss of ingredients. Concrete shall be conveyed to the point of placing continuously and at such a rate that no unfinished area will be left exposed or unworked before the concrete takes its initial set.
- J. When concrete is conveyed by chutes, there shall be a continuous flow of concrete. The chute shall be of metal or metal-lined wood, with sections set at approximately the same slope; namely, not less than the discharge end of the chute shall be provided with a drop chute to prevent segregation. If the height of the discharge end of the chute is more than 3 times the thickness of the layer being deposited, but not more than 5 feet above surface of concrete in forms, a spout shall be used, and the lower end maintained as near the surface of deposit as practicable. When pouring is intermittent, the chute shall discharge into a hopper. The chute shall be thoroughly cleaned before and after each run. Waste material and flushing water shall be discharged outside the forms. Raised runways for wheeling concrete to its place shall be provided when necessary.
- K. Drop chutes, elephant trunks, and/or tremies shall be used in walls and columns. Drop chutes, elephant trunks and tremies shall be moved at short intervals during the pour. Vibrators shall not be used in lieu of proper movement of this equipment. Tremies shall be used for underwater pours and to avoid segregation. Locate chutes or flex pipes so that concrete is delivered in a continuous flow to points not more than five feet horizontally or five feet vertically from its final location.
- L. Pumping equipment shall be compatible with the slump and aggregate size specified. Aluminum pump lines are unacceptable.
- M. In pouring concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. Deposit concrete continuously or in layers so that no concrete will be placed on concrete that has hardened sufficiently to cause formation of seams or other planes of weakness.
- N. Concrete shall be placed in layers not over 18 inches deep and each layer shall be compacted by mechanical internal-vibrating equipment supplemented by hand-spading, rodding and tamping, as directed by the Engineer. Vibrators shall be in no case used to transport concrete inside forms.

- O. Vibrators shall conform to ACI 309R. Use of form vibrators will not be permitted. Internal vibrators shall maintain a speed of not less than 5,000 impulses per minute when submerged in the concrete. At least one spare vibrator shall be maintained as a relief. The duration of vibration shall be limited to time necessary to produce satisfactory consolidation without causing objectionable segregation. The vibrator shall not be inserted into lower courses that have begun to set. When absorptive form lining is used, the vibrator shall not be placed between the forms and the outer row of reinforcement, and in no case shall the vibrator be allowed to touch the absorptive form lining. Vibrators shall be applied at uniformly spaced points not farther than the visible effectiveness of the machine.
- P. Do not place concrete during rain, sleet, snow, or freezing weather.
- Q. Do not permit rainwater to increase mixing water or to damage the surface finish. If rainfall occurs after placing operations begin, provide adequate covering to protect the work.
- R. Hot Weather:
  - 1. Conform to ACI 305R.
  - 2. The hot weather concreting plan shall be submitted to the engineer for review.
  - 3. The maximum permissible temperature of concrete during placement is 95°F.
- S. Cold Weather:
  - 1. Conform to ACI 306R.
  - 2. When the temperature is 40°F and rising, concrete may be placed as long as the water and/or aggregate is heated so that the concrete temperature is at least 55°F at the time of the pour. The placed concrete shall be maintained at 50°F minimum for 7 days minimum.
  - 3. The cold weather concreting plan shall be submitted to the engineer for review.

### **3.02 INSPECTION**

- A. Verify reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

### **3.03 CONCRETE FINISHING**

- A. Repairing Surface Defects
  - 1. Repair surface defects immediately after the removal of forms.
  - 2. Remove honeycombed and other defective concrete down to sound concrete and repair with repair mortar as submitted to and approved by the engineer.

3. Patch tie holes immediately after removal of forms. Fill solid with repair mortar as submitted to and approved by the engineer.
4. The contractor shall submit patching materials and methods of application to the engineer for approval.

B. Finishing of Formed Surfaces

1. Rough-form finish shall be in accordance with ACI 301
2. Smooth-form finish shall be in accordance with ACI 301.
3. Smooth-rubbed finish shall be in accordance with ACI 301. A smooth-rubbed finish requires an initial smooth-form finish as required above.
4. Tops of walls and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed. Float unformed surfaces to a texture consistent with that of the formed surfaces. Final treatment of formed surfaces shall continue uniformly across the unformed surfaces.

C. Finishing Slabs and Similar Flat Surfaces

1. Use strike-off templates or approved compacting-type screeds riding on screed strips or edge forms to bring concrete surface to the proper contour.
2. Thoroughly consolidate concrete in slabs.
3. Floated Finish: Use float finish for the following:
  - a. Interior exposed horizontal surfaces of liquid containers, except those to receive grout topping.
  - b. Exterior below grade horizontal surfaces.
  - c. Surfaces to receive additional finishes, except as shown or specified.
4. Troweled finish: Use trowel finish for the following:
  - a. Interior exposed slabs, unless otherwise shown or specified
  - b. Slabs to receive resilient floor finishes.
  - c. To obtain a troweled finish, a floated finish as specified above must be applied. After power floating, use a power trowel to produce a smooth surface that is relatively free of defects, but may still contain some trowel marks. Do additional troweling by hand after the surface has hardened sufficiently. Do final troweling when a ringing sound is produced as the trowel is moved over the surface. Thoroughly consolidate the surface by hand-troweling operations.

- d. Produce a finished surface free of trowel marks, uniform in texture and appearance, and conforming to ACI 117, section 4.8.6.1, ¼” tolerance.
5. To obtain a broom, belt, or rake finish, immediately upon completing a floated finish, draw a broom or rake across the surface to give a coarse, transverse- scored texture.

### **3.04 TESTING AND CONTROL FURNISHED BY THE CONTRACTOR**

- A. Floor, Horizontal, or Slab irregularities shall comply with ACI - 117 4.8.6, Table 4.8.6.1 "Manual straightedge method" for Floor surface classification - "Conventional"
- B. The commercial testing laboratory will be required to perform the following:
  1. Samples for strength tests of each class of concrete placed each day shall be taken not less than each concrete pour event, nor less than every 50 cy of concrete placed.
  2. Conduct strength tests for concrete according to the following procedures.
    - a. Secure samples according to ASTM C172.
    - b. Mold five specimens from each sample according to ASTM C31. Cure under standard moisture and temperature conditions as specified in ASTM C31.
    - c. Test one specimen at 3 days, one at 7 days and two at 28 days according to ASTM C39. If one or both of the 28-day tests indicate a compressive strength below the strength required, the fifth specimen shall be tested at 56 days. If all tests indicate a compressive strength below the strength required, the engineer may direct the contractor to perform testing of in-place concrete at no additional cost to the owner, regardless of the outcome of the tests.
  3. Determine the following when test cylinders are taken:
    - a. Air content.
    - b. Slump.
    - c. Concrete temperature.
  4. Tests shall be performed on concrete taken near the beginning of pours.
- C. The commercial testing laboratory shall also perform additional testing as required by the engineer.
- D. The testing laboratory facilities shall be made available for inspection during normal working operations. Provide a laboratory testing schedule of the work so that breaking of cylinders can be witnessed by the engineer, if necessary.
- E. The contractor shall notify the commercial testing laboratory 24 hours prior to any required



testing.

- F. In addition to the initial mix design, the contractor will be required to employ, at no charge to the owner, a commercial testing laboratory, acceptable to the owner, to prepare and test the design mix for each class of concrete for which the material source has been changed.

### **3.05 TESTING OF DEFICIENT IN-PLACE CONCRETE**

- A. The strength of the concrete will be considered potentially deficient if the averages of two consecutive sets of strength test results fail to equal or exceed the specified strength or if any individual strength test result falls below the specified strength. Testing may be required as directed by the engineer.
- B. Concrete work not having the required strength, as determined by the engineer, shall be replaced at the contractor's expense.
- C. The contractor shall bear all costs incurred in providing the additional testing and/or analyses required as a result of deficient in-place concrete. All costs as a result of delays due to additional testing and/or analyses will be at the contractor's expense, with no extension of contract length, regardless of the outcome of the testing.

### **3.06 ACCEPTANCE OF CONCRETE WORK**

- A. Formed surfaces resulting in a configuration of members smaller than permitted under the tolerances specified herein shall be considered deficient and repaired or replaced as directed by the engineer.
- B. Concrete members cast in the wrong location shall be rejected if the strength, appearance, or function of the structure is, in the engineer's opinion, adversely affected or if misplaced members interfere with other construction. If rejected, remove members cast in the wrong location and repair or replace at the contractor's expense as directed by the engineer.
- C. All work required under this section shall be at the contractor's expense, with no extension of contract length.

### **3.07 FIELD QUALITY CONTROL**

- A. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

### **3.08 CURING**

- A. Curing shall conform to ACI 308.
- B. Protect freshly deposited concrete from premature drying, excessively hot or cold temperatures, and excessive moisture loss for a period of time necessary for the hydration of the cement and proper hardening of the concrete.

- C. Curing shall begin immediately following the initial set of concrete or surface finishing has been completed, as soon as surface marring will not occur as a result of curing operations.
- D. Wall forms may be left in place as a means of curing unless the weather is hot and dry. Consult with the engineer concerning weather conditions acceptable for leaving wall forms in place. Cure concrete immediately after the removal of forms in hot and dry weather, in accordance with the requirements and procedures specified herein.
- E. During the curing period, protect concrete from damaging mechanical disturbances, such as load stresses, heavy shock, and excessive vibration. Protect finished concrete surfaces from damage caused by construction equipment, materials, or methods, and by rain or running water.
- F. Wood forms and covering materials shall be kept sufficiently wet with clean water to reduce cracks and to prevent form joints from opening, and to prevent hair line cracks in concrete surfaces.

**END OF SECTION**

**SECTION 05500  
METAL FABRICATIONS**

**PART 1 GENERAL**

**1.01. SCOPE OF WORK**

- A. This Section includes the furnishing and installation of fabricated metal work which applies to all sections, unless otherwise noted.
- B. Furnish all labor, equipment and incidentals required and install framing, grates, and other miscellaneous metals as shown on the Drawings and specified herein. The miscellaneous metal items include but are not limited to the following:
  - 1. All aluminum frames, bracing, stairs, gratings and supports.
  - 2. Anchors and anchor bolts except those specified to be furnished with all equipment.

**1.02. REFERENCES**

- |    |   |       |
|----|---|-------|
| A. | American Institute of Steel Construction                  | AISC  |
| B. | American National Standards Institute                     | ANSI  |
| C. | American Society for Testing and Materials                | ASTM  |
| D. | American Welding Society                                  | AWS   |
| E. | National Association of Architectural Metal Manufacturers | NAAMM |
| F. | Steel Structures Painting Council                         | SSPC  |

**1.03. QUALITY ASSURANCE**

- A. Portions of the design not shown shall be completed by the fabricator in accordance with the latest edition of Specifications for Design, Fabrication and Erection of Structural Steel for Buildings of the AISC.
- B. Shop fabricated connections may be bolted or welded. Field connections shall be bolted.
- C. Burning/torching for enlarging holes will not be acceptable except with written permission of the Engineer.
- D. Responsibility for all errors in fabrication and correct fitting of structures shown on the shop drawings is the Contractor's responsibility.

**1.04. REGULATORY REQUIREMENTS**

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- A. Metal fabrication materials shall meet the requirements of the following ASTM Standards and Specifications, unless otherwise specified:
1. Structural steel, plates and shapes A36/A36M, plate and steel for forming A283/A283M Grade C.
  2. Structural bolts and nuts, specifically called out on the plans A325.
  3. Other bolts, unless otherwise noted, A307.
  4. Anchor bolts, F1554, Grade 36.
  5. Steel stud anchors for embedded plates, A108, grade 1020, 60 ksi.
  6. Galvanizing, A123/A 123M.
  7. Aluminum (Extruded Shapes), 6061-T6 (Alum. alloy)
  8. Aluminum (Extruded Pipe), 6061-T6 (Alum. alloy)
  9. Aluminum Bar Structural, 6061-T6 (Alum. alloy)
  10. Aluminum Grating, 6063-T6 (Alum. alloy)
  11. Stainless Steel Bolts, Fasteners AISI, Type 316, F593 or A193
  12. Stainless Steel Nuts, Type 316, F594 or A194
  13. Stainless Steel Plate and Sheet, Wire AISI, Type 316
  14. Welding Rods for Aluminum, AWS D1.2 Spec. for Welding (Alum.)
- B. Comply with the provisions of the following standards except as otherwise shown or specified.
1. AISC Specifications for design, fabrication and erection of structural steel for buildings.
  2. Aluminum Design Manual, Specification for Aluminum Structures.
  3. ASTM B308 / B308M, Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles
  4. ASTM B221, Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
  5. ASTM B429, Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube

6. AWS code for welding in building construction.

### **1.05. SUBMITTALS**

- A. Submit calculations, signed and sealed by a Florida registered professional engineer, shop drawings and manufacturer's descriptive literature as applicable for all metal fabrications in accordance with Specific Provisions. No items shall be fabricated prior to reviewing approval by Engineer.

### **1.06. PRODUCT HANDLING**

- A. Use all means necessary to protect the Products of this Section before, during, and after installation and to protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.
- C. Coordinate delivery of metal fabrications with work of other Sections.
- D. Provide fasteners for all items under this Section. All nuts, bolts, washers, back up rings, etc. shall be 316 SS unless otherwise called out on the drawings or specified elsewhere herein.
- E. Verify critical dimensions of the work on the job. Form items to accurate sizes and shapes, with sharp lines and angles. Punch and shear to leave smooth surfaces. Weld permanent connections, grind exposed welds smooth. Avoid screws and bolts where possible unless otherwise noted. When used and where exposed, countersink heads and draw up tight. Provide holes and connections for work of other trades.
- F. Shop painting of ferrous items, except those galvanized, shall be as specified in Section W-36 – Painting.
- G. Protect aluminum in contact with concrete and dissimilar material with 1/4" neoprene, or bitumastic coating.
- H. Pipe support straps shall be 316 SS unless otherwise noted.
- I. Metal pipe support fabrication shall be 316 SS unless otherwise noted.

## **PART 2 PRODUCTS**

### **2.01 SHOP FABRICATED PRODUCTS**

- A. Provide anchor bolts as shown as well as for fabricated and structural metal items. Do not paint bolts.
  - 1. Anchors, bolts, etc., shall be furnished as necessary for installation of the work of this Section.

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2. Post installed concrete anchors shall be stainless steel and of the type shown in the Construction Drawings and shall be Hilti HIT-RE 500 VE or approved equivalent unless otherwise noted.
  3. The bolts used to attach the various framing members shall be the sizes shown or required and shall be stainless steel.
- B. Provide inserts and sleeves for concrete as shown and as required.
  - C. Provide miscellaneous metal frames and supports fabricated of structural shapes and plates.
  - D. Unless noted otherwise on the drawings or specified differently in other sections, all miscellaneous metal fabrications shall be 316 stainless steel.

## **2.02 ALUMINUM ITEMS**

- A. Aluminum gratings shall be bar grating to the depths and thicknesses required to accommodate a uniform live load of 125 psf with a corresponding deflection of 1/4-inch or less. Supporting framing shall be provided by the grating designer, as necessary, to meet the design criteria. Grating shall be attached to the supporting framing per the manufacturer's requirements.
- B. Miscellaneous aluminum shapes and plates shall be fabricated as shown. Furnish all miscellaneous aluminum shown, but not otherwise detailed. Structural shapes and extruded items shall conform to the detail dimensions on the Drawings within the tolerances published by the American Aluminum Association.

## **PART 3 EXECUTION**

### **2.03 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Beginning of installation means erector accepts existing conditions.

### **2.04 FABRICATION**

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability.
- B. Connections and accessories shall be of sufficient strength to safely withstand stresses and strains to which they will be subjected. Steel accessories and connection to steel or cast iron shall be steel, unless otherwise specified. Threaded connections shall be made so that the threads are concealed by fitting.

- C. Welded joints shall be rigid and continuously welded or spot welded as specified or shown. The face of welds shall be dressed flush and smooth. Exposed joints shall be close fitting and jointed where least conspicuous.
- D. Welding of parts shall be in accordance with the Standard Code of Arc and Gas Welding in Building Construction of the AWS and shall only be done where shown, specified, or permitted by the Owner. All welding shall be done only by welders certified as to their ability to perform welding in accordance with the requirements of the AWS Code. Component parts of built-up members to be welded shall be adequately supported and clamped or held by other adequate means to hold the parts in proper relation for welding.
- E. All aluminum finish exposed surfaces shall have manufacturer's standard mill finish.

## **2.05 PREPARATION**

- A. Clean and strip primed steel and aluminum items to bare metal where site welding is required.

## **2.06 INSTALLATION**

- A. Install all furnished items embedded in concrete or other masonry. Items to be attached to concrete or masonry after such work is completed shall be installed in accordance with the details shown. All dimensions shall be verified at the site before fabrication is started.
- B. Where aluminum is embedded in concrete, apply a heavy coat of approved bitumastic troweling mastic in accordance with the manufacturer's instructions prior to installation.
- C. Where aluminum contacts masonry, concrete, or grout, coat the contact surface of the aluminum with one heavy coat of bituminous paint.
- D. Where aluminum contacts a dissimilar metal, apply a heavy brush coat of zinc-chromate primer and provide a 1/32-inch neoprene gasket between the aluminum and the dissimilar metal.
- E. Install items plumb and level, accurately fitted, free from distortion or defects.
- F. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- G. Field weld components indicated on shop drawings.
- H. Perform field welding in accordance with AWS D1.1/D1.1M.
- I. Obtain Engineer approval prior to site cutting or making adjustments not scheduled.
- J. Verify that supports and anchors are correctly positioned.

- K. Verify that opening sizes and dimensional variations are acceptable to suit grading, railing, and stair tolerances.

## **2.07 TOLERANCES**

- A. Conform to ANSI/NAAMM MBG 531-00.
- B. Maximum space between sections: ¼ inch.
- C. Maximum variation from top surface plane of sections: ¼ inch.
- D. Perform cutting, drilling, flashing and fitting required for installation of metal fabrications. Set the work accurately, provide temporary bracing and anchors in formwork for items to be built into masonry and concrete. Field weld joints not shop welded because of size limitations.

**END OF SECTION**



## SECTION 05520

### RAILINGS

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Contractor shall furnish all labor, materials, equipment and incidentals required to provide aluminum handrails and railing systems as shown and specified.
- B. Railing shall be connected by screws, bolts, or connectors. All fasteners to be stainless steel.
- C. Coordination: review installation procedures under other Sections and coordinate the Work that must be installed with or attached to the railings.

##### 1.02 RELATED SECTIONS

- A. Section 03300, Cast-In-Place Concrete.
- B. Section 05500, Metal Fabrications.

##### 1.03 REFERENCES

- A. Comply with applicable provisions of the following, except as otherwise shown or specified.
  - 1. ASTM B 241, Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube.
  - 2. AWS D10.7, Gas Shielded-Arc Welding of Aluminum and Aluminum Alloy Pipe.
  - 3. AWS D1.2, Specification for Welding Aluminum.
  - 4. The Aluminum Association, Aluminum Standards and Data; and Standards of Anodized Architectural Aluminum.
  - 5. ANSI A12.1, Safety Requirements for Floor and Wall Openings, Railings, and Toeboards.
  - 6. OSHA Part 1910.23 - Guarding Floor and Wall Openings and Holes.

##### 1.04 SUBMITTALS

- A. Shop Drawings: Submit for approval Shop Drawings for the fabrication and erection of aluminum handrails and railings. Include plans, elevations, and details of sections and connections. Show anchorage items.

- B. The railing manufacturer shall submit signed and sealed calculations by a Florida Registered Professional Engineer.

#### 1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Pack and ship all railing to protect finish.

#### PART 1 PRODUCTS

#### 2.01 PERFORMANCE CRITERIA

- A. Railing shall be designed in accordance with the current edition of the Florida Building Code and OSHA.
- B. The midrail at a corner return shall be able to withstand a 200-lb. load without loosening. The manufacturer is to determine this dimension for their system. Provide physical test results from a laboratory to confirm compliance.

#### 2.02 MATERIALS

- A. Aluminum Railing:

1. Posts and railings shall be a nominal 1-1/2" schedule 40 aluminum pipe, alloy 6063-T6, ASTM B429 or ASTM B221.
2. Aluminum railing shall be given an anodic oxide treatment in accordance with the Aluminum Association Specification M10-C22-A41.
3. All fasteners and connections shall be stainless steel Type 316.
4. Posts shall not interrupt continuation of the top rail at any point along the railing, including corners and end terminations (OSHA 191023). The top surface of the top railing shall be smooth and uninterrupted by projecting fittings.
5. Aluminum toe plate shall conform to OSHA standards. Toe plate shall be a minimum of 4" high and shall be an extrusion that attaches to the posts to allow for expansion and contraction between posts. Toe plates shall be set 1/4" above the walking surface. Toe plates shall be provided on railing as required by OSHA and/or as shown on the Drawings.

#### 2.03 FABRICATION

- A. Top rail shall be continuous over posts, and posts continuous from base to top rail. Intersections of rails and posts shall be made using appropriate connector. Railing splices shall be butted and reinforced by a tight-fitting interior sleeve not less than 6-inch long.
- B. Aluminum toe plates shall be installed along all railings as shown on Contract Drawings.

- C. Railing shall be the product of a company normally engaged in the manufacture of pipe railing.

## PART 2 EXECUTION

### 3.01 INSTALLATION

- A. Fastening to In-Place Construction:
  - 1. Provide anchorage devices and fasteners where necessary for securing handrails and railing items to in-place construction; including threaded fasteners for concrete toggle bolts, through-bolts, lag bolts and other connectors as required.
  - 2. Use devices and fasteners that are compatible with aluminum.
- B. Perform cutting, drilling and fitting required for installation. Set the Work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.
- C. Field welding of aluminum railing is not allowed.
- D. Refer to Section 05500, Metal Fabrications for protection from dissimilar materials.

### 3.02 CLEANING AND REPAIRING

- A. Cleaning:
  - 1. Remove all stains, dirt, grease or other substances by washing railings thoroughly using clean water and soap; rinse with clean water.
  - 2. Do not use acid solution, steel wool or other harsh abrasive.
    - a. If stain remains after washing, remove finish and restore.
- B. Repair:
  - 1. Remove stained or otherwise defective Work and replace with material that meets specification requirements.

**END OF SECTION**

## SECTION 13400

### GENERAL INSTRUMENTATION AND CONTROL

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section includes requirements for making modifications to:
  - 1. The Ybor Pumping Station's Switchgear 'SES-1' PLC based Automatic Throwover System and associated .
  - 2. The Ybor Pumping Station's GE PLC based SCADA System.

##### 1.02 REFERENCES

- A. Codes and Standards referred to in this Section are:
  - 1. IEEE 802.3 10/100/1000 Mbps baseband networks
  - 2. ISA-S5.4 Instrument Loop Diagrams.
  - 3. NFPA 70 National Electrical Code
  - 4. UL Underwriter's Laboratory
  - 5. NEMA National Electrical Manufacturers Association

##### 1.03 DEFINITIONS

- A. Terminologies
  - 1. Systems Integrator: Firms regularly engaged in providing instrumentation, Supervisory Control and Data Acquisition (SCADA) systems.
  - 2. PLC: Programmable Logic Controller system, including power supply, central processing unit (CPU), communication controller, interconnect cables, and input and output interface.
  - 3. HMI: Operator Workstation. Touch screen based operator interface system, including hardware, operating system software, and operator interface HMI system software; generally referred to as SCADA or HMI workstation.

4. SCADA (Supervisory Control and Data Acquisition): SCADA is an integrated network of PLCs, OITs, HMIs, servers, PCs, printers and network switches. It serves as the computer based system-wide monitoring and control system.

#### 1.04 SYSTEM DESCRIPTION

##### A. General Description of Work

1. The Ybor Pumping Station is equipped with General Electric 2,000 ampere Switchgear designated as 'SES-1'. The Bus 'A' Main Circuit Breaker, Bus 'B' Main Circuit Breaker, Tie Circuit Breaker, Bus 'A' Generator Circuit Breaker and Bus 'B' Circuit Breaker are all electrically operated. These electrically operated circuit breakers are currently controlled (when in Auto Mode) by a PLC (located in in Section 105 of 'SES-1'). The Systems Integrator shall be responsible for making modifications to the existing PLC (Automatic Transfer Scheme System) in order to allow for the proper operation of the new 500 KW generators to be provided under this contract.
2. The Ybor Pumping Station is also equipped with a Pump Control Panel (PCP) which includes a General Electric PLC and a 7" Maple Annunciator panel. The Systems Integrator shall be responsible for integrating the I/O indicated in the contract documents into the GE PLC and modifying the graphics of the existing annunciator panel.
3. All I/O shall be shared between the existing PCP PLC and the City's existing SCADA system.

##### B. Provide all materials and work necessary for complete and fully functional systems.

1. Provide instrumentation and control components as well as system integration. Work shall include the completion of all wiring terminations within the PLC I/O modules.
2. Coordinate work with all electrical, mechanical, and structural work furnished in this contract.
3. Ensure proper interface between PLC, Annunciator and network systems and equipment furnished in this contract.
4. Install, make final connections, adjust, test, start-up systems per manufacturer's instructions and recommendations.

B. Source Code Ownership

1. Any developed ladder logic (along w/ source code) shall become property of the City of Tampa. This applies to any Annunciator graphic screen development.

1.05 SUBMITTALS

A. General: Provide submittals as specified in the Specific Provisions and as required below. Submit documents as follows:

1. Provide cover sheet on each submittal with the following information:
  - a. Project Title, Location and Owner
  - b. Submittal Title
  - c. Submittal Order (First Submittal, Re-submittal Number, etc.)
2. Organize and divide documents, using tagged dividers, into logical divisions.
3. Provide index sheets.
4. Minimum drawing size: 8-1/2 by 11 inches. Put drawings, larger than 11 by 17 inches, in three-hole plastic pockets.
5. Type all text.

B. Action Submittals

1. Product Data: Submit manufacturer's official and published product data, specifications, and installation recommendations for each item.
2. Shop Drawings: Submit shop drawings as per the Specific Provisions, and as required below. Include the following information in each submittal:
  - a. Instrument index, including tag number, description, location, and calibrated range for each instrument.
  - b. Individual instrument specification sheet, including manufacturer's name and complete catalog number.

c. PLC Input and Output drawings, containing, but not limited to, the following information:

- (1) Instrument tag numbers
- (2) Individual component locations
- (3) Actual equipment wiring terminal designations, point to point wiring, and cable shield terminations
- (4) Wire type, size and identification number
- (5) Signal types (e.g., 120 Volt ac, 4-20 mA DC, pulse frequency, etc.)
- (6) Contact orientations (e.g., normally open, normally closed, etc.)
- (7) Equipment grounding requirements.
- (8) Signal boosters, interposing relays, optical isolators, and shunt resistors.

1. Contractor shall submit 11" x 17" full color images showing proposed modifications to annunciator graphics

C. Information Submittals (for owner information, not for approval)

1. Test Reports: Submit all loop field calibration reports.
2. Manufacturer's Instructions: Submit manufacturer published installation manuals for each instrument.

D. Contract Closeout Information Submittals (for owner information, not for approval): Provide submittals as required below.

1. Project Record Documents: In addition to requirements described in the Specific Provisions, provide the following:
  - a. Program documentation: Provide paper copies of all software development and configuration including listing of all PLC register tables.
  - b. Include functional narrative description of the developed ladder logic to describe each control system. Ladder logic is to be annotated to include functional alphanumeric description of logic elements to assist Owner in understanding the ladder logic for troubleshooting and future modification.

- c. Program copies: Provide two digital copies of fully configured systems. Digital copies shall be in CD-ROM format.
  - d. Annunciator program copies: Provide hard copy printouts and digital copies of new Annunciator screens and database listings. Digital copies shall be in CD-ROM format.
2. Warranty: Provide warranty certificate as described in the Specific Provisions.

## 1.06 QUALITY ASSURANCE

### A. Regulatory Requirements

- 1. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes, applicable to construction and installation of electrical wiring, devices, material and equipment.
- 2. ECA Standards: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation".

- B. The purpose of contract drawings and specifications is to convey information required for complete and functioning systems. Systems Integrator is responsible for all details necessary to properly install, adjust, and place in operation the intended systems. Information provided regarding the existing conditions are provided for convenience; their accuracy is not guaranteed. The Systems Integrator shall field verify all existing I/O, programming, etc. prior to commencing work or submitting shop drawings.

## PART 2 PRODUCTS

NOT USED



## PART 3 EXECUTION

### 3.01 EXISTING EQUIPMENT VERIFICATION AND TESTING

- A. The equipment, connections, graphics and logic noted as existing in the following sections were as indicated after initial installation. The Contractor and Systems Integrator shall execute the following work prior to commencing work:
1. Verify that all components are existing and operational.
  2. Verify that all component connections are as required for the proper operation of the associated devices.
  3. Verify that all graphics are as described.
  4. The Contractor and Systems Integrator shall demonstrate that the existing Automatic Transfer Scheme operates as outlined in these specifications (prior to contract modifications), including operation under conditions of source failure with generator startup and transfer via both automatic and manual means. Conduct all tests in presence of Owner personnel or Engineer. Provide the City with a minimum of two (2) weeks notice prior to commencement of tests.

### 3.02 EXISTING SWITCHBOARD 'SES-1' TOUCHSCREEN GRAPHICS PANEL

- A. The existing transfer control system includes the following features for operation and indication through the touchscreen graphics panel:
1. Time delay Bus A to Bus B, adjustable.
  2. Time delay Bus B to Bus A, adjustable.
  3. Delayed transition time delay, adjustable from 0 to 120 seconds, to allow disconnection of the load during transfer in either direction to prevent excessive inrush currents due to out-of-phase switching of large inductive loads.
  4. Graphic indication the BUS A SOURCE is available.
  5. Graphic indication the BUS B SOURCE is available.
  6. Graphic indication of a UPS FAILURE.
  7. Graphic indication of a SYSTEM FAILURE.
  8. Graphic indication the system is in AUTOMATIC MODE.
  9. Graphic indication the system is in MANUAL MODE.
  10. Three-position selector switch to select BUS A, OFF or BUS B source.
  11. Two-position selector switch to select AUTOMATIC RETRANSFER, OFF or ON.
  12. Bus A lockout relay with manual reset.
  13. Bus B lockout relay with manual reset.
  14. Bus A circuit breaker TRIP/CLOSE control switch.

15. Bus B circuit breaker TRIP/CLOSE control switch.
16. Graphic indication the Bus A circuit breaker is open.
17. Graphic indication the Bus A circuit breaker is closed.
18. Graphic indication the Bus A circuit breaker is tripped.
19. Graphic indication the Bus B circuit breaker is open.
20. Graphic indication the Bus B circuit breaker is closed.
21. Graphic indication the Bus B circuit breaker is tripped.
22. Two-position selector switch to select AUTOMATIC or MANUAL MODE. This switch shall be a hardware switch, not part of the touchscreen graphics. This hardware switch shall allow for manual control in the event the touchscreen fails.

B. The Systems Integrator shall provide for the modification of the existing touchscreen graphics panel to include for the following:

1. Time delay Bus A generator, adjustable.
2. Time delay Bus B generator, adjustable.
3. Delayed transition time delay, adjustable from 0 to 120 seconds, to allow disconnection of the load during transfer in either direction to prevent excessive inrush currents due to out-of-phase switching of large inductive loads.
4. Graphic indication the BUS A Generator is available.
5. Graphic indication the BUS B Generator is available.
6. Bus A Generator lockout relay with manual reset.
7. Bus B Generator lockout relay with manual reset.
8. Bus A Generator circuit breaker TRIP/CLOSE control switch.
9. Bus B Generator circuit breaker TRIP/CLOSE control switch.
10. Graphic indication the Bus A Generator circuit breaker is open.
11. Graphic indication the Bus A Generator circuit breaker is closed.
12. Graphic indication the Bus A Generator circuit breaker is tripped.
13. Graphic indication the Bus B Generator circuit breaker is open.
14. Graphic indication the Bus B Generator circuit breaker is closed.
15. Graphic indication the Bus B Generator circuit breaker is tripped.
16. Graphic indication the Bus A Generator is running.
17. Graphic indication the Bus B Generator is running.

### 3.03 EXISTING AUTOMATIC TRANSFER SCHEME OPERATION

A. Normal Conditions:

1. The utility main circuit breaker (Bus A) is closed.
2. The utility main circuit breaker (Bus B) is closed.
3. The tie circuit breaker is open.
4. The Automatic/Manual switch is in the "AUTOMATIC" position.

B. Normal Power Failure:

1. Undervoltage/phase imbalance/reversal is detected by device 47/27-1 relay (source loss) on either or both of the utility sources for Bus A or Bus B.
2. After five (5) seconds of a sustained source loss, the utility main circuit breaker on the affected source (Bus A or Bus B) opens.
3. If only one (1) utility source sustains a source loss, the tie circuit breaker closes after one (1) of the utility main circuit breakers opens. After a ten (10) second delay, the tie circuit breaker shall close only after a contact signal is received acknowledging the utility main circuit breaker is open and the voltage relay (device 27) on the bus, incurring the source loss confirms no voltage is detected by voltage relay 27 on the bus with the open main circuit breaker.
4. The tie circuit breaker shall not close if a source loss is present on both Bus A and Bus B.

C. Normal Power Returns (Automatic Retransfer - Open Transition):

1. Turn the Automatic/Manual switch to the "AUTOMATIC" position
2. Normal voltage is detected by device 47/27-1 voltage relay on the bus incurring the source loss. After a ten (10) second source stabilization delay after normal voltage is detected, the tie circuit breaker opens.
3. Ten (10) seconds after the tie circuit breaker opens, the main circuit breaker that opened after the source loss shall close. The closing of the main circuit breaker shall occur only after a contact open signal is received, acknowledging the tie circuit breaker is open and the voltage relay (device 27) on the bus incurring the source loss confirms no voltage is detected by voltage relay 27. A password protected Auto Retransfer Switch shall be provided on the PLC HMI. The switch shall be password protected and shall be used to suspend automatic retransfer operations. It can be used to allow the user to perform the retransfer at a time when a power loss to the loads (if open transition) is tolerable. If the switch is in the on position, retransfer will occur automatically after the returned source stabilization timer has been satisfied. If the switch is in the off

position, automatic retransfer will not occur after the returned source stabilization timer is satisfied. However, once the switch is turned to the on position, automatic retransfer will occur.

D. Normal Power Returns (Manual Retransfer - Open Transition):

1. Turn the Automatic/Manual switch to the “MANUAL” position.
2. Normal voltage is detected by device 27/47-1 voltage relay on the bus incurring the source loss.
3. The tie circuit breaker may be opened with the manual close pushbutton on the touchscreen.
4. The utility main circuit breaker may be closed with the manual close pushbutton on the touchscreen after the ten (10) second source stabilization delay of device 27/47-1 has expired.
5. Return the Automatic/Manual switch to the “AUTOMATIC” position to resume normal operation.

E. Simulation of Abnormal Main Voltage Condition (Transfer Test):

1. Turn the Main Test switch to the “Test Transfer Utility Bus A” position.
2. Undervoltage/phase imbalance/reversal is detected by device 47/27-1 relay.
3. After a five (5) second simulated source loss time delay, the utility main circuit breaker for Bus A opens.
4. After a ten (10) second delay, the tie circuit breaker shall close only after a contact open signal is received acknowledging the utility main circuit breaker for Bus A is open and the voltage relay (device 27) on Bus A confirms no voltage is detected on the bus.
5. The tie circuit breaker shall not close if both main circuit breakers are closed.
6. To retransfer to the normal power source, turn the Main Test switch back to the “NORMAL” position.

7. The system will transfer back to utility power in accordance with the procedures detailed in Item D., Normal Power Returns (Manual Retransfer - Open Transition).
8. Turn the Main Test switch to the “Test Transfer Utility Bus B” position.
9. Undervoltage/phase imbalance/reversal is detected by device 47/27-1 relay.
10. After a five (5) second simulated source loss time delay, the utility main circuit breaker for Bus B opens.
11. After a ten (10) second delay, the tie circuit breaker shall close only after a contact open signal is received acknowledging the utility main circuit breaker for Bus B is open and the voltage relay (device 27) on Bus B confirms no voltage is detected on the bus.
12. The tie circuit breaker shall not close if both main circuit breakers are closed.
13. To retransfer to the normal power source, turn the Main Test switch back to the “NORMAL” position.
14. The system will transfer back to utility power in accordance with the procedures detailed in Item D., Normal Power Returns (Manual Retransfer - Open Transition).
15. The “Main Test” switch is keyed to prevent tampering.

### 3.04 REQUIRED MODIFICATIONS TO THE EXISTING AUTOMATIC TRANSFER SCHEME OPERATION

#### A. Normal Conditions:

1. The utility main circuit breaker (Bus A) is closed.
2. The utility main circuit breaker (Bus B) is closed.
3. The tie circuit breaker is open.
4. The Automatic/Manual switch is in the “AUTOMATIC” position.

B. Power Failure of both Utility Sources:

1. Undervoltage/phase imbalance/reversal is detected by device 47/27-1 relay (source loss) on both of the utility sources for Bus A and Bus B.
2. After ten (10) seconds of a sustained loss on both utility sources, main circuit breakers for both Bus A and Bus B open.
3. The tie circuit breaker shall not close if a source loss is present on both Bus A and Bus B.
4. After fifteen (15) seconds of a sustained loss on both utility sources, each generator (Bus A and Bus B) shall be called to run.
5. After confirmation that Bus A generator is running and available, close Generator circuit breaker 52-G1.
6. After confirmation that Bus B generator is running and available, close Generator circuit breaker 52-G2.

C. Normal Power Returns (Automatic Retransfer - Open Transition):

1. Turn the Automatic/Manual switch to the "AUTOMATIC" position.
2. Normal voltage is detected by device 47/27-1 voltage relay on the bus incurring the source loss. After a ten (10) second source stabilization delay after normal voltage is detected, the associated generator circuit breaker opens.
3. The associated generator run signal shall be removed and the associated generator shall then begin cooldown mode of operation.
4. After five (5) seconds after the associated generator circuit breaker opens, the associated main circuit breaker shall close. The closing of the associated main circuit breaker shall occur only after a contact open signal is received, acknowledging the associated generator circuit breaker is open and the voltage relay (device 27) on the bus incurring the source loss confirms no voltage is detected by voltage relay 27.

D. Normal Power Returns (Manual Retransfer - Open Transition):

1. Turn the Automatic/Manual switch to the “MANUAL” position.
2. Normal voltage is detected by device 27/47-1 voltage relay on the associated main circuit breakers.
3. The associated generator circuit breaker may be opened by the manual open pushbutton on the touchscreen after the ten (10) second source stabilization delay of device 27/47-1 has expired.
4. Return the Automatic/Manual switch to the “AUTOMATIC” position to resume normal operation.

E. Simulation of Abnormal Main Voltage Condition (Transfer Test):

1. Turn the Main Test switch to the “Test Transfer Utility Bus A” position.
2. Undervoltage/phase imbalance/reversal is detected by device 47/27-1 relay.
3. After a five (5) second simulated source loss time delay, the utility main circuit breaker for Bus A opens.
4. Transfer PLC shall call for Bus A Generator to run.
5. After a ten (10) second delay, the Bus A generator circuit breaker shall close only after a contact open signal is received acknowledging the utility main circuit breaker for Bus A is open and the voltage relay (device 27) on Bus A confirms no voltage is detected on the bus.
6. The tie circuit breaker shall not close.
7. To retransfer to the normal power source, turn the Main Test switch back to the “NORMAL” position.
8. The system will transfer back to utility power in accordance with the procedures detailed in Item D., Normal Power Returns (Manual Retransfer - Open Transition).
9. Turn the Main Test switch to the “Test Transfer Utility Bus B” position.

10. Undervoltage/phase imbalance/reversal is detected by device 47/27-1 relay.
11. After a five (5) second simulated source loss time delay, the utility main circuit breaker for Bus B opens.
12. Transfer PLC shall call for Bus A Generator to run.
13. After a ten (10) second delay, the Bus B generator circuit breaker shall close only after a contact open signal is received acknowledging the utility main circuit breaker for Bus B is open and the voltage relay (device 27) on Bus B confirms no voltage is detected on the bus.
14. The tie circuit breaker shall not close.
15. To retransfer to the normal power source, turn the Main Test switch back to the "NORMAL" position.
16. The system will transfer back to utility power in accordance with the procedures detailed in Item D., Normal Power Returns (Manual Retransfer - Open Transition).
17. The "Main Test" switch is keyed to prevent tampering.

### 3.05 ADDITIONS TO PCP GE PLC I/O

- A. The Systems Integrator shall provide for the addition of the following Discrete Inputs:
  1. Bus A Generator Fire Suppression System activated/Fire Suppression System Fault
  2. Bus A Generator Running
  3. Bus A Generator Fault
  4. Bus A Generator Tank Leak Alarm
  5. Bus A Generator Tank High Level Alarm
  6. Bus A Generator Tank Low Level Alarm
  7. Bus B Generator Fire Suppression System activated/Fire Suppression System Fault
  8. Bus B Generator Running
  9. Bus B Generator Fault
  10. Bus B Generator Tank Leak Alarm
  11. Bus B Generator Tank High Level Alarm
  12. Bus B Generator Tank Low Level Alarm



B. The Systems Integrator shall provide for the addition of the following Analog Inputs:

1. Bus A Generator Tank Level
2. Bus B Generator Tank Level

### 3.06 ANNUNCIATOR SCREENS

A. Annunciator Screen Additions:

1. The application programming for the integrated graphic display system for the pump control panel mounted Annunciator Panel shall be provided by the Systems Integrator and coordinated with the OWNER. The Annunciator graphic screen modifications shall be graphic representations of the new I/O to be provided in Section 3.05 above.

### 3.07 SCADA SYSTEM

A. SCADA System Modifications:

1. The Systems Integrator shall provide all programming as required to integrate the I/O identified in Section 3.05 into the City's existing SCADA system.

### 3.08 FIELD QUALITY CONTROL

A. Inspection: Demonstrate that instruments, panels, and PLC equipment,

1. Has not been damaged by modifications required under this contract.
2. All conductors have been properly installed and terminated.
3. System has no mechanical defects.

B. Tests: Perform the following tests:

1. Field-calibrate all field instruments. Test all analog input loop zeroes and spans by disconnecting wiring at each transmitter and by connecting a 4-20mA generator.

2. Test all external alarm contacts by placing jumpers across normally open contact inputs, or by physically disconnecting wiring on normally closed contact inputs. These procedures shall be done at location of field contacts.
3. Upon completion of all ACE3600, Pump Control Panel Annunciator, Switchboard 'KPS' PLC and Switchboard 'KPS' Touchscreen Graphics Panel modifications, the Contractor and Systems Integrator shall demonstrate the availability of the entire control system, including operation under conditions source failure with generator startup and transfer via both automatic and manual means.
4. Conduct all tests in presence of Owner personnel or Engineer. Provide the City with a minimum of two (2) weeks notice prior to commencement of tests.

END OF SECTION

## SECTION 16050

### ELECTRICAL – GENERAL PROVISIONS

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. Contractor shall provide and install two (2) new 500 KW generators and associated 3,000 gallon subbase diesel fuel storage tanks.
- B. Contractor shall remove the two (2) existing generator terminal boxes (one for Bus 'A' and one for Bus 'B').
- C. Once the generator terminal boxes are removed, the contractor shall rework the existing conduits and replace the existing conductors in order to install two (2) new 600V, 1,200A generator docking stations.
- D. The contractor shall install new conduit and conductors for the following:
  - i. As required and indicated on the drawings for proper operation of the circuit breakers 52-1, 52-2, 52-T, 52-G1 and 52-G2.
  - ii. As required and indicated on the drawings for the control and monitoring of each new 500 KW generator units.
  - iii. As required and indicated on the drawings for the new 500 KW generators 120V AC power.
- E. Provide testing of the generators, circuit breakers, generator operation and all control and monitoring functions prior to equipment startup.
- F. Provide startup and commissioning of the generators, circuit breakers, generator operation and all control and monitoring functions.
- G. Provide training for generator operation and maintenance; automatic transfer scheme operation; system controls and SCADA monitoring for city personnel.
- H. Submit working drawings, parts schedules and cut-sheets to the engineer.
- I. Furnish and install all equipment as shown on the plans and described in the specifications.

- J. The work, apparatus and materials, which shall be furnished under these Specifications and accompanying Drawings, shall include all items listed hereinafter and/or shown on the Drawings. All materials necessary for the complete installation shall be furnished and installed by the CONTRACTOR to provide complete power, instrumentation, wiring and control systems as indicated on the Drawings and/or as specified herein.
- K. The CONTRACTOR shall furnish and install the necessary cables, protective devices, conductors, supports, raceways, exterior electrical system, etc., to serve loads as indicated on the Drawings and/or as specified.
- L. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All workmanship shall be of the highest quality; sub-standard work will be rejected.
- M. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work, which may be reasonably implied as being incidental to the work of this Section, shall be furnished at no extra cost.
- N. Furnish and install a complete system of conduit as herein specified and shown on the drawings.
- O. Submit working drawings, parts schedules, cut-sheets, maintenance items to be performed and written testing protocol to the Engineer.

#### 1.02 CODES, INSPECTION AND FEES

- A. All material and installation shall be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes, laws and ordinances.

#### 1.03 TESTS

- A. Test all systems and repair or replace all defective work. Make all necessary adjustments to the systems and instruct OWNER's personnel in the proper operation of the systems.
- B. The minimum tests required shall be as indicated in Section 13400 of the specifications.
- C. The Engineer shall be notified two (2) weeks before tests are made to enable the Owner to have designated personnel present.

#### 1.04 CUTTING AND PATCHING

- A. All cutting and patching shall be done in a thoroughly workmanlike manner.

#### 1.05 INTERPRETATION OF DRAWINGS

- A. The Drawings are not intended to show exact locations of conduit runs.
- B. Each three-phase circuit shall be run independently, in a separate conduit. No conduit shall contain more than one (1) three-phase circuit.
- C. Unless otherwise approved by the Engineer, conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.
- D. Where circuits are shown as "home-runs," all necessary fittings and boxes shall be provided for a complete raceway installation.
- E. The locations of equipment, outlets, and similar devices shown on the Drawings are approximate only. Exact locations shall be as approved by the Engineer during construction. Obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.
- F. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting, and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific requirements of the equipment.
- G. The ratings of motors and other electrically operated devices together with the size shown for their branch circuit conductors and conduits are approximate only and are indicative of the probable power requirements insofar as they can be determined in advance of the purchase of equipment.
- H. All connections to equipment shall be made as shown, specified and directed and in accordance with the approved shop drawings, regardless of the number of conductors shown on the Electrical Drawings.

## 1.06 RECORD DRAWINGS

- A. As the work progresses, legibly record all field changes on a set of project Contract Drawings. When the project is complete, furnish a complete set of reproducible "As-built" drawings for the Project Record Documents.

## 1.07 COMPONENT INTERCONNECTIONS

- A. Component equipment furnished under this Specification will not be furnished as integrated systems.
- B. Analyze all systems components and their shop drawings; identify all terminals and prepare drawings or wiring tables necessary for component interconnection.

## 1.08 SHOP DRAWINGS

- A. As specified under other Sections, shop drawings shall be submitted for approval for all materials, equipment, apparatus, and other items as required by the Engineer.
- B. Prior to submittal by the CONTRACTOR, all shop drawings shall be checked for accuracy and contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to Specifications and Drawings. This statement shall also list all discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted shall be returned.
- C. The Engineer's check shall be only for conformance with the design concept of the project and compliance with the Specifications and Drawings. The responsibility of, or the necessity of, furnishing materials and workmanship required by the Specifications and Drawings, which may not be indicated on the shop drawings, is included under the work of this Section.
- D. The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this Section.
- E. No material shall be ordered or shop work started until the Engineer's approval of shop drawings has been given.

## 1.09 WARRANTY

- A. Provide a warranty for all the electrical equipment in accordance with the requirements of other Sections. Under no circumstances shall the warranty be for less than one year starting from substantial completion.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## SECTION 16216

### DIESEL ENGINE DRIVEN GENERATORS WITH WEATHERPROOF ENCLOSURES

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install, put into operation, and field test the weatherproof diesel engine driven generator units and appurtenances as shown on the Drawings and specified herein.
- B. These Specifications are intended to give a general description of what is required, but do not cover all details which will vary in accordance with the requirements of the equipment as offered. It is, however, intended to cover the furnishing, the shop testing, and delivery and complete installation and field testing, of all materials, equipment and appurtenances for the complete units as herein specified, whether specifically mentioned in these Specifications or not.
- C. For the units there shall be furnished and installed all necessary and desirable accessory equipment and auxiliaries whether specifically mentioned in these Specifications or not. This installation shall incorporate the highest standards for the type of service shown on the Drawings. The CONTRACTOR is responsible for field testing of the entire installation and instruction of the regular operating personnel in the care, operation and maintenance of all equipment.

##### 1.02 DESCRIPTION OF SYSTEM

- A. The engine-generator sets shall be mounted as shown on the Drawings and shall be arranged for automatic starting and stopping, and load transfer upon failure of the normal source of power. The unit controls shall provide for automatic exercising on a weekly basis.

##### 1.03 QUALIFICATIONS

- A. The engine-generator sets shall be the standard product, as modified by these specifications, of a MANUFACTURER regularly engaged in the production of this type of equipment. The units to be furnished shall be of proven ability and shall be designed, constructed, and installed in accordance with best practices and methods. To qualify as a MANUFACTURER, the engines must be the principal item manufactured and the completed engine generator sets shall be supplied by the MANUFACTURER's authorized dealer only. The dealer shall have a minimum of ten (10) years experience in the field of power generation.
- B. It is the intent of this specification to secure a generator systems that have been



prototype tested, factory built, production tested, site tested and of the latest commercial design, together with all accessories necessary for a complete installation as shown on the plans and drawings, and specifications herein. The equipment supplied and installed shall meet the requirements of the NEC, along with all applicable local codes and regulations. All equipment shall be new, of current production of a national firm which manufactures the engine/generators and controls, and assembles the generator systems as a matched unit so that there is one-source responsibility for warranty, parts, and service through a local representative with factory-trained servicemen.

- C. Due to limited physical dimensions available at the site the units must have the exact physical dimensions as follows:
  - 1. Generator set and sound attenuated enclosures – 236” long by 78 inches wide by 106 inches tall.
- D. The units shall be assembled in the U.S. with over 50% of the components such as the engine, generator, auxiliary equipment, etc., manufactured in the U.S. by a MANUFACTURER currently engaged in the production of such equipment.
- E. Each unit shall be shipped to the jobsite by an authorized engine dealer having a parts and service facility within a 50 mile radius of the jobsite. In addition, and in order not to penalize the OWNER for unnecessary or prolonged periods of time for service or repairs to the emergency system, the bidding generator set supplier must have no less than eighty percent (80%) of all engine replacement parts locally available at all times. Certified proof of this requirement shall be furnished to the ENGINEER upon request.
- F. All materials and parts comprising the unit shall be new and unused, of current manufacture, and of the highest grade, free from all defects or imperfections. Workmanship shall conform to the best modern practices. Only new and current models will be considered. The units offered under these Specifications shall be the product of a firm regularly engaged in the production of engine-generator equipment and shall meet the requirements of the Specifications set forth herein. Major exceptions to Specifications will be considered sufficient cause for rejection of the machines.
- G. The generator sets shall be listed to UL 2200.
- H. The Engine/Generator Units shall be as follows:
  - 1. Each engine/generator unit shall be a Caterpillar model C15 diesel generator, 500KW, with a LC6134F alternator. The unit shall operate at 480V, 0.8 power factor.

#### 1.04 SUBMITTALS

- A. Submittals shall include prototype test certification and specification sheets showing all

standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number each required for interconnection between the generator set and the transfer switch included elsewhere in these specifications.

- B. The successful bidder shall submit to the ENGINEER for review in accordance with other sections, complete sets of installation drawings, schematics, and wiring diagrams which shall show details of installation and connections to the work of other Sections, including foundation drawings showing location and size of foundation bolts for the spring type vibration isolators and brochures covering each item of equipment.
- C. In the event that it is impossible to conform with certain details of the Specifications due to different manufacturing techniques, describe completely all nonconforming aspects.
- D. The submittal data for each engine/generator set and sound attenuated, weatherproof enclosure shall include, but not necessarily be limited to, the following:
  - 1. Installation drawings showing plan and elevations of the complete generator unit; foundation plan; exhaust silencer; starting battery; battery charger; and sound attenuated, weatherproof enclosure.
  - 2. Engine Data:
    - a. Manufacturer
    - b. Model
    - c. Number of cylinders
    - d. RPM
    - e. Bore x stroke
    - f. BMEP at full rated load
    - g. Make and model and descriptive literature of electric governor
    - h. Fuel consumption rate curves at various loads
    - i. Engine continuous pump drive duty rating (without fan) HP
    - j. Gross engine horsepower to produce generator standby rating (including fan and all parasitic loads) HP
  - 3. Generator Data :
    - a. Manufacturer
    - b. Model
    - c. Rated KVA
    - d. Rated SKVA
    - e. Rated KW
    - f. Voltage
    - g. Temperature rise above 40° C ambient
      - i) Stator by thermometer
      - ii) Field by resistance
      - iii) Class of insulation

- h. Generator efficiency, including excitation losses, at 80% power factor
    - i) Full load
    - ii)  $\frac{3}{4}$  load
    - iii)  $\frac{1}{2}$  load
4. Generator Unit Control Data :
- a. Actual electrical diagrams including schematic diagrams, and interconnection wiring diagrams for all equipment to be provided. Standard preprinted sheets are not acceptable.
  - b. Legends for all devices on all diagrams.
  - c. Sequence of operation explanations for all portions of all schematic wiring diagrams.
5. Engine/Generator Unit and Sound Attenuated, Weatherproof Enclosure: Dimensional data shall be given for each Engine/Generator set and for the weatherproof enclosure.
- a. Weight of skid mounted unit
  - b. Overall length
  - c. Overall width
  - d. Overall height
  - e. Exhaust pipe size
  - f. CFM of air required for combustion and ventilation
  - g. Heat rejected to jacket water and lubricating oil - BTU/hr.
  - h. Heat rejected to room by engine and generator - BTU/hr.
  - i. Weatherproof enclosure details and certification of manufacturing method per specifications.
  - j. Data on all miscellaneous items supplied.
6. Furnish the number of copies required of the MANUFACTURER'S certified shop test record of the complete engine driven generator unit.
7. Warranty information.
8. Submit to the ENGINEER operating and maintenance data.
9. Submit to the ENGINEER the equipment MANUFACTURER'S Certificate of Installation, Testing, and Instruction.
10. Submit to the ENGINEER the written warranty as required below.

1.05 TESTING:

- A. To assure that the equipment has been designed and built to the highest reliability and

quality standards, the manufacturer and local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.

B. Design Prototype Tests: Components of the system such as the engine/generator set and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and preproduction models, which will not be sold, shall have been used for the following tests. Prototype test programs shall include the requirements of NFPA 110 and the following:

1. Maximum power (KW).
2. Maximum motor starting (KVA) instantaneous voltage dip.
3. Alternator temperature rise by embedded thermocouple and by resistance method per NEMA MG1-2240 and 16.40.
4. Governor speed regulation under steady-state and transient conditions.
5. Voltage regulation and generator transient response.
6. Fuel consumption at 1/4, 1/2, 3/4, and full load.
7. Harmonic analysis, voltage waveform deviation, and telephone influence factor.
8. Three-phase short circuit tests.
9. Alternator cooling air flow.
10. Torsional analysis testing to verify that the generator set is free of harmful torsional stresses.
11. Endurance testing.

C. Final Production Tests: Each generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include:

1. Single-step load pickup.
2. Transient and steady-state governing.
3. Safety shutdown device testing.
4. Voltage regulation.
5. Rated power.
6. Maximum power.

7. Upon request, arrangements to either witness this test will be made, or a certified test record will be sent prior to shipment.

#### 1.06 SPECIAL TOOLS AND SPARE PARTS

- A. Furnish one (1) set of all special tools required for normal operation and maintenance of the equipment being furnished. Furnish suitable steel tool chests complete with locks and duplicate keys.
- B. The MANUFACTURER shall furnish two (2) complete spare replacement sets of all filter elements required for each generator unit supplied.
- C. The MANUFACTURER shall furnish one (1) complete set of belts required for each generator unit supplied.

### PART 2 - PRODUCTS

#### 2.01 RATINGS

- A. The standby rating of the generator sets shall not exceed the MANUFACTURER's published prime rating by more than 10%. The gross engine horsepower required to produce the standby ratings shall not exceed the MANUFACTURER's published continuous duty rating by more than 150 percent. Continuous duty rating shall be as defined in BS649 or DIN6270 but in no case shall it exceed the MANUFACTURER's published continuous duty rating for the engines as used in continuous rated pump drive applications. The gross engine horsepower required for the generator set standby ratings described above shall include all parasitic demands such as generator inefficiencies, fuel pumps, water pumps, radiator fan (for fan cooled models) and all accessories necessary to the unit's proper operation while operating at rated load and at a rotative speed not to exceed 1800 rpm.
- B. The diesel engine driven generator set shall be capable of producing the specified standby KW rating for continuous electrical service during interruption of the normal utility source and shall be certified to this effect by the MANUFACTURER for the actual unit supplied.
- C. The Diesel Engine/Generator Units shall be 500KW (480 volts, 3-Phase, 3-wire, 60 Hertz) at 0.8 power factor with fan.

#### 2.02 ENGINES

- A. The engine shall be full compression ignition, four cycle, single acting, solid injection engine, either vertical or "V" type. Speed shall not exceed 1800 revolutions per minute at normal full load operation. Multi block engines are not allowed. The engine governor shall be electronic type with a +/- 0.5 percent accuracy.
- B. The engine shall be capable of satisfactory performance on No. 2 fuel oil (ASTM Designation D396). Diesel engines requiring a premium fuel will not be considered.

- C. The engine shall be capable of operating at light loads for extended periods of time and shall provide a means to reduce carbonization. Periodic cleaning of exhaust ports shall not be required.
- D. The engine shall be equipped with fuel filters, lube oil filters, intake air filters, lube oil cooler, fuel transfer pump, fuel priming pump, service meter, engine driven water pump, and unit mounted instruments. Unit mounted instruments shall include a fuel pressure gauge, water temperature gauge, and lubrication oil pressure gauge. The engine shall be provided with low oil pressure, high water temperature, low coolant level and overspeed safety shutdowns of the manual reset type. Additional instruments and safety shutdowns shall be provided as noted herein.
- E. Injection pumps and injection valves shall be a type not requiring adjustment in service and shall be of a design allowing quick replacement by ordinary mechanics without special diesel experience. The engine shall have an individual mechanical injection pump and injection valve for each cylinder, any one of which may be removed and replaced from parts stock. Fuel injection pumps shall be positive action, constant-stroke pumps, activated by a cam driven by gears from the engine crankshaft. Fuel lines between injection pumps and valves shall be of heavy seamless tubing.
- F. The fuel system shall be equipped with fuel filters having replaceable elements. Filter elements shall be easily removable from their housing for replacing without breaking any fuel line connections, or disturbing the fuel pump, or any other part of the engine. All fuel filters shall be conveniently located in one accessible housing, ahead of the injection pumps so that the fuel will have been thoroughly filtered before it reaches the pump. No screens or filters requiring cleaning or replacement shall be used in the injection pump or injection valve assemblies. The engine shall be equipped with a built-in gear-type, engine-driven fuel transfer pump, capable of supplying fuel through the filters to the injection pump at constant pressure.
- G. In addition to the standard fuel filters provided by the engine MANUFACTURER, there shall also be installed a primary fuel filter and a water separator in the fuel inlet line to the engine.
- H. The engine shall be provided with removable wet-type cylinder liners of close grained alloy iron, heat treated for proper hardness as required for maximum liner life. The cylinder block shall be a one piece stress relieved gray iron casting.
- I. The engine shall have a gear-type lubricating oil pump for supplying oil under pressure to main bearings, crank pin bearings, pistons, piston pins, timing gears, camshaft bearings, valve rocker mechanism and governor. Effective lubricating oil filters shall be provided and so located and connected that all oil being circulated is continuously filtered and cleaned. Filters shall be accessible, easily removed and cleaned and shall be equipped with a spring-loaded by-pass valve as an insurance against stopping of lubricating oil circulation in the event the filters become clogged. The engines shall

- have a suitable water cooled lubricating oil cooler.
- J. The engine shall be provided with one or more engine mounted dry type air cleaners of sufficient capacity to protect effectively the working parts of the engine from dust and grit.
- K. During the initial start of the engine, a system shall be provided to pre-lube at low idle speed. When the internal oil pressure reaches a predetermined safe value, the engine will then increase to generator set operation speed.
- L. Mounting: The unit shall be mounted on a structural steel sub-base and shall be provided with spring type vibration isolators.
- M. The engine shall be EPA Tier 2 certified.

### 2.03 COOLING SYSTEMS

- A. The engine shall be furnished with a unit mounted radiator-type cooling system having sufficient capacity for cooling the engine when the diesel generator set is delivering full rated load in an ambient temperature not to exceed 110 degrees F. The engines shall be provided with a thermostatic valve placed in the jacket water outlet between the engine and the cooling source. This valve shall maintain the proper jacket water temperature under all load conditions. Total air restriction from the radiator shall not exceed 0.5 inches of water at both inlet and outlet. A flexible connecting section shall be provided between the radiator and discharge louver frame.
- B. Closed circuit jacket water system shall be treated with a rust inhibitor as recommended by the engine MANUFACTURER.
- C. The expansion tank of the radiator shall be fitted with a low water level switch and wired into the safety shutdown system of the unit.

### 2.04 GENERATOR, EXCITER AND ACCESSORIES

- A. Rating: The generator's KW ratings shall be as indicated in these specifications, 0.8 p.f., 1800 RPM, 3 phase, 4-wire, 60 Hertz, 480 volts, 12 leads, with a maximum temperature rise of 130 degrees C (both armature and field) by resistance at full rated load in ambient air of 40 degrees C. The generator shall conform to NEMA Standard MG-1.
- B. Performance: The instantaneous voltage dip shall not exceed 15 percent of rated voltage when any load is applied. Recovery of stable operation shall occur within 5 seconds. Steady state modulation shall not exceed + ½ percent.
- C. Construction:
  - 1. The generator and exciter shall be drip-proof, with split sleeve, or ball race bearings. A shaft-mounted brushless exciter shall be a part of the assembly.

The stator cores shall be built up of high grade silicon steel laminations precision punched, and individually insulated. Armature lamination followers and frame ribs shall be welded integral with the frames for support of the stator core. A directional blower shall be mounted on the unit to draw cooling air from the exciter and over the rotor poles and through louvered openings on the opposite end.

2. The exciter shall be a shaft driven PMG pilot exciter feeding the main's exciter, fast response type, with a rotating 3-phase full-wave bridge. The exciters shall have a low time constant and large capacity to minimize voltage transients under severe load changes.
3. The alternator shall be salient-pole, brushless, 12-lead reconnectable, self-ventilated of drip-proof construction with amortisseur rotor windings and skewed stator for smooth voltage waveform. The insulation shall meet the NEMA standard (MG1-33.40) for Class H and be insulated with epoxy varnish to be fungus resistant per MIL 1-24092. Temperature rise of the rotors and stators shall be limited to 130° C. The excitation systems shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/- 0.25% at any constant load from 0% to 100% of rating. The regulators must be isolated to prevent tracking when connected to SCR loads, and provide individual adjustments for voltage range, stability and volts-per-hertz operations; and be protected from the environment by conformal coating.
4. Generator rotor poles shall be built up of individually insulated silicon steel punchings. Poles shall be wound and bonded with high strength epoxy resin. Cage connections to the amortisseur rings shall be brazed for strong construction and permanent electrical characteristics. Each pole shall be securely bolted to the rotor shaft with bolts sized for the centrifugal forces on the rotor. Generator windings shall be braced for full line to ground fault currents, with solidly grounded neutral system.

#### D. Accessories and Attachments

1. Low Voltage Terminal Boxes: The generators shall have separate AC and DC low voltage terminal boxes with suitably numbered terminal strip for required connections.
2. Engine Water Heater: Thermostatically controlled and sized to maintain the manufacturer's recommended engine coolant temperature to meet start-up requirements of NFPA-99 and NFPA-110, Level 1. Power supply shall be 208 volts single phase.
3. Alternator Heater: Sized to prevent the accumulation of moisture or dampness in the alternator windings. Power supply shall be 120 volts single phase.



E. Generator Associated Controls:

1. Voltage Regulator:

- i) The generator MANUFACTURER shall furnish a hermetically sealed, silicon controlled rectifier type voltage regulator employing a zener reference with a +1 percent regulation for the generator. The regulators shall include 3-phase voltage sensing, automatic short circuit protection and shall include automatic underfrequency protection to allow the generator to operate at no load at less than synchronous speed for engine start-up and shutdown procedures. Switches and/or fuses shall not be used to provide this protection. An over-voltage sensing module with manual reset shall be furnished with the regulator. A volts per Hz., sensing module shall be provided as part of the regulation system.
- ii) A voltage adjustment rheostat for 5 percent voltage adjustment on the unit shall be provided.
- iii) High voltage step-down potential transformers shall be provided for the voltage regulator power input and sensing circuits if required.

2. Sustained Short Circuit: A permanent magnetic exciter shall be provided on the unit for sustaining a current of 300 percent during a short circuit, permitting the generator breaker to trip on overload. To prevent possible overheating of the armature windings, appropriate relaying shall be supplied to limit the fault to ten seconds. All current transformers required shall be supplied by the switchgear MANUFACTURER.

2.05 SOUND ATTENUATED, WEATHER-PROTECTIVE ENCLOSURES

- A. The intent of this Specification is to provide the OWNER with sound attenuated, weatherproof type generator set enclosures complete in every detail and requiring no additional in-field modifications or assembly, except where specifically allows by these Specifications. The enclosure is to be accurately dimensioned so as to be in compliance with the National Electrical Code (NEC), and the National Fire Protection Association (NFPA) for clearance of all specified items included therein, and all applicable fire codes for a structure and application of this type.
- B. The enclosure shall conform to the following construction and design criteria as set forth. Enclosure shall be manufactured by Phoenix Products of Jacksonville, Florida.
  1. Rigidity wind test equal to 175 MPH
  2. Roof load equal to 75 lbs. per sq. ft.
  3. Rain test equal to 4" per hour
  4. Florida Department of Community Affairs Modular Building Insignia
  5. Four (4) copies of drawings signed and sealed by a Florida Professional Engineer.

- C. Enclosure shall consist of a roof, two (2) sidewalls, two (2) end walls, and be manufactured of formed aluminum components. The enclosure is to be provided with a means for securely attaching the entire structure to the base/fuel tank as specified within.
- D. Roof, sidewalls and end walls shall be of formed 0.125 marine grade aluminum. The roof is to be bolted to both side and end walls to form a complete weather and wind resistance assembly.
- E. Wall framing shall be incorporated in the panels by forming an open back box structure. Skin material shall be minimum thickness .080" 3003 grade aluminum. Enclosure shall have a baked on powder-coat finish for maximum corrosion resistance. Exterior skin panels shall be integral to the wall structure and not separate pieces riveted onto framing members. Wall panels shall be no wider than 36" each and shall be removable without the use of special tools. Wall and roof panels shall be designed so that field replacement can be accomplished without disassembly of the entire structure if damage should occur.
- F. A minimum of sixteen colors shall be available for enclosure exterior. Standard enclosure exterior color is WHITE unless otherwise specified.
- G. Roof assembly shall be cambered to aid in rainwater runoff. Roofs with thicknesses of less than 0.125" nominally shall not be considered. Roof applications assemblies are to be mechanically fastened to the vertical wall sections. Glued or crimped roofs shall not be allowed nor considered as an acceptable alternative.
- H. Air handling shall be as follows: Air will enter the enclosure through a Hood, Plenum or Sound Attenuated Louvers/Baffles, as determined by the specific application and shall allow for the airflow demand for proper cooling to generator set package. The cooling air Inlet system shall prevent water intrusion into the enclosure with the generator set operating at full rated load while allowing for a maximum air restriction of less than 0.30" H<sub>2</sub>O. Radiator Discharge shall be through a gravity operated extruded aluminum backdraft type damper and into a vertical discharge plenum or hood. Discharge plenum/hood shall discharge air upward and be provided with a means to positively drain any and all water entering the discharge device. Air discharge devices shall in no event restrict airflow by more than 0.25" H<sub>2</sub>O. To ensure adequate airflow for cooling and combustion the static restriction over the entire system shall not exceed 0.50" H<sub>2</sub>O. Both Intake and Discharge hoods and plenums shall be provided with removable bird/rodent screening to prevent the entrance of debris, birds, rodents and other vermin.
- I. All interior sidewalls shall contain non-asbestos thermal acoustic insulation with fire retardant properties. The insulation shall be completely covered by mill finish 0.050" perforated aluminum lining secured to the enclosure interior.
- J. Four-point lifting provisions shall be provided and have sufficient capacity suitable for rigging the entire Enclosure assembly.

- K. A minimum of two (2) single access doors shall be provided. Doors shall be manufactured of the same material as enclosure. Doors shall be fully gasketed to form a weather tight perimeter seal. Door hinges shall be full length stainless steel piano type and shall be attached with stainless steel hardware. Door handles shall be of a corrosion resistant material and shall provide for a lockable, secure entry point into the enclosure. Doors shall be insulated with no less insulation than is provided in the enclosure walls for sound attenuation.
- L. Enclosure manufacturer shall provide all necessary hardware to internally mount the exhaust silencer(s) specified herein. Silencer mounting hardware shall maintain the weatherproof integrity of the enclosure system. If the silencer is mounted internally it should discharge upward into the radiator discharge plenum or hood where possible, otherwise the enclosure manufacturer shall provide an aluminum rain collar and rain dress shield. Rain Collar and Dress Shield shall be manufactured of aluminum or stainless steel and designed as a circular fabricated part that does not require hole indexing by the installing contractor during site installation
- M. As a minimum the enclosure shall provide an average 42db(A) sound reduction as measured at one meter, five feet above grade level under free field conditions to allow for a maximum of 75db(A) at 5 meters from the enclosure.
- N. Enclosure must bear the Florida Department of Community Affairs Modular Building Insignia.
- O. Electrical Package:
  - 1. (4) 48", 2-Bulb, Florescent Lights in Vapor Proof Fixtures. Lights shall be controlled by Switches Located at each of the doors.
  - 2. Engine Jacket Water Heater
  - 3. Alternator Space Heater
  - 4. Engine Starting Battery Charger
  - 6. Emergency Stop Pushbutton : Provide a NEMA 4X SS, Red, Mushroom-head emergency pushbutton that will immediately stop the generator upon activation. Provide a placard above the pushbutton to read "Generator Emergency Shut Down". Refer to drawings for pushbutton and placard location and details.

## 2.06 EXHAUST SYSTEMS

- A. Exhaust Silencers - A critical type, side inlet, end outlet, Miratech or equivalent silencer and a flexible stainless steel exhaust fitting properly sized shall be furnished and installed according to the MANUFACTURER's recommendation. Mounting shall be provided by the CONTRACTOR as required. The silencers shall be mounted so that its

weight is not supported by the engine nor will exhaust system growth due to thermal expansion be imposed on the engine. Exhaust pipe size shall be sufficient to ensure that exhaust back pressure does not exceed the maximum limitations specified by the engine MANUFACTURER. So called "spiral" or truck mufflers are disallowed and will not be considered as equal to the industrial quality silencers specified above.

- B. The silencers shall be fitted with a tail pipe extension and rain cap to prevent the entrance of rainwater.
- C. Rain Skirt - At the point where the exhaust pipe flexible tubing penetrates the roof of the enclosure, a suitable "rain skirt" and collar shall be provided by the MANUFACTURER. It shall be designed to prevent the entrance of rain and allow for expansion and vibration of the exhaust piping without chafing or stress to the exhaust system. This detail must appear on the drawings submitted for approval.

## 2.07 AUTOMATIC STARTING SYSTEM

- A. Starting Motor - A DC electric starting system with positive engagement shall be furnished. The motor voltage shall be 12 volts.
- B. Automatic Control - Fully automatic engine start-stop controls in the generator control panels shall be provided. Controls shall provide shutdown for low oil pressure, high water temperature, overspeed, overcrank, and loss of engine coolant. Alarms for approaching high water temperature and impending low oil pressure shall also be included. Controls shall include a 30-second single cranking cycle limit with lockout or a cyclic crank system with lockout and overcrank protection.
- C. Batteries - A lead-acid storage battery set of the heavy duty diesel starting type shall be provided. Battery voltage shall be 12 volts, and the battery set shall be rated no less than 90 ampere hours. Necessary cables and clamps shall be provided.
- D. Battery Trays - battery trays shall be provided for the batteries and shall conform to NEC 480-7(b). It shall be constructed of fiberglass and so treated as to be resistant to deterioration by battery electrolyte. Further, construction shall be such that any spillage or boil-over of battery electrolyte shall be contained within the tray to prevent a direct path to ground.
- E. Battery Chargers - A current-limiting, automatic 12 volt DC charger shall be furnished to automatically recharge batteries. Charger shall float at 2.17 volts per cell and equalize at 2.33 volts per cell. It shall include overload protection, silicon diode full wave rectifiers, voltage surge suppressor, DC ammeter, DC voltmeter, and fused AC input. AC input voltage shall be 120 volts, single phase. Amperage output shall be no less than ten (10) amperes. Chargers shall be wall mounting type in NEMA 1 enclosure, and U.L. listed as an industrial control panel. The chargers shall be as manufactured by SENS per NFPA 110 and U.L. 508. The chargers shall be mounted and wired within the enclosure for the generator set by enclosure manufacturer.

## 2.08 MAIN LINE CIRCUIT BREAKERS

- A. Type - Main line, 600 volt, 100% rated, molded case circuit breaker mounted upon and sized to the output of the generator shall be installed as a load circuit interrupting and protection device. It shall operate both manually for normal switching functions and automatically during overload and short circuit conditions.
  - 1. 800 Ampere Frame, 800 Ampere Trip.
- B. The trip unit for each pole shall have elements providing inverse time delay during overload conditions and instantaneous magnetic tripping for short circuit protection. The circuit breaker shall meet standards established by Underwriters Laboratories, National Electric Manufacturers Association, and National Electrical Code.
- C. Generator exciter field circuit breakers do not meet the above electrical standards and are unacceptable for line protection.
- D. Circuit breaker shall have battery voltage operated shunt trip wired to safety shutdowns to open the breaker in the event of engine failure.
- E. The rating of the circuit breakers shall allow the starting of full generator SKVA.
- H. The circuit breaker enclosure, together with all specified circuit breakers, shall be designed for the specific generator set specified and be equipped with rear copper stabs, or load cable lugs and be finish painted to match the generator set.

## 2.09 GENERATOR CONTROL PANELS

- A. Type - A generator-mounted, NEMA 1 type, vibration isolated, 14-gauge steel control panel shall be provided for the generator set.
- B. Control panel shall be Caterpillar model EMCP4.4. Paralleling control of both generators will not be required.
- C. Regulation of NFPA 110 Level 2 shall apply for instrumentation, alarm and shutdown. The instrumentation panel shall include, but not necessarily be limited to:
  - 1. Gages for engine : digital or analog gages with  $\pm 2\%$  full scale accuracy :
    - a. Oil Pressure
    - b. Engine Coolant Temperature
    - c. Voltmeter for DC Battery
  - 2. Gages for generator : digital or analog gages with  $\pm 2\%$  full scale accuracy :

- a. AC Ammeter : Dual range
  - b. AC Voltmeter : Dual range
  - c. Frequency Meter : Range of 45-65 Hz.
3. Elapsed Time Meter.
  4. 0-3000 RPM Tachometer - digital or analog gage with  $\pm 2\%$  full scale accuracy.
  5. A seven position phase selector switch with – OFF position to show meter display of current and voltage of each generator phase. This selector switch may be manual or push-button.
  6. A power source with circuit protection – 12 or 24 VDC.
  7. An AC interlock to prevent starter re-engagement with engine running.
  8. DC circuit protection.
  10. Eight (8) individual fault indicator lights for :
    - a. Overcrank Shutdown – Red
    - b. Overspeed shutdown – Red
    - c. High Coolant Temperature – Red
    - d. Low Engine Oil Pressure – Red
    - e. High Engine Coolant Temperature Prealarm – Yellow
    - f. Low Engine Oil Pressure Prealarm – Yellow
    - g. Low Fuel – Yellow
    - h. Run – Green

D. Switches and Controls

1. Rheostat for adjusting output voltage of the generator to  $\pm 5\%$  of nominal voltage.
2. Over voltage protection shutdown switch.
3. Emergency stop switch mounted on control panel.
4. Engine start switch – with Run, Off, Reset, Automatic positions.
5. Five minute engine cool down timer.
6. Cyclic cranking switch.

- E. Dry contacts for remote generator running indication, remote generator fail indication and cranking battery low voltage wired to terminal strips. At a minimum provide dry contacts for generator running, generator fault and cranking battery low voltage. Refer to

drawings for required conduit/conductors.

- F. All electrical penetrations in any enclosure shall be properly sealed from the weather.
- G. Digital or solid state meters or metering devices shall be acceptable as a substitute for the electromechanical devices specified.
- H. Engraved, screw-on type nameplates will identify each function indicated without abbreviation of function description. So-called international symbols will not be acceptable substitutes for this mandatory requirement.
- I. Timing Functions - All control panel timing functions shall be accomplished by metal encased, solid-state, plug-in timing relays with 2PDT output contacts rated for ten (10) amperes. All solid-state time delay relays shall be reverse polarity protected and shall not function or be damaged by the application of improper polarity. Open printed circuit board type time delay circuits will not be accepted.
- J. Control Relays - All control relays shall be the 3PDT plug-in type with .187QC blade terminals rated for (10) amperes. Each relay shall be equipped with a manual push to operate check button, L.E.D. or neon visual indicator, and see-thru dust cover for contact inspection and protection. Exposed contact and octal base plug-in relays are not acceptable.
- K. Relay Sockets - All relay sockets shall be of the molded thermoplastic type, suitable for snap mounting on standard D.I.N. rail. Relay sockets will have wire clamp type terminals for secure wire connections, and one (1) piece bus bar connectors between the actual relay blade and wire clamp terminal. Relay sockets shall be rated for fifteen (15) amperes at 300V. Printed circuit board type relay sockets and relay sockets with push-on quick connect terminals are not acceptable.

## 2.10 GENERATOR FUEL SYSTEM

- A. Due to limited physical dimensions available at the site the units must have the exact physical dimensions as follows:
  - 1. 3,000 gallon sub base diesel storage tanks – 280 inches long by 78 inches wide by 55 inches tall.
- B. 3,000 Gallon, UL 2085, FDEP Sub Base Fuel Tank as follows :
  - 1. 3/16” Mild Steel Secondary Tank.
  - 2. Interstitial space with FDEP Approved Leak Detection Switch (FPI LS1001 EQ#817).
  - 3. Mechanical Fuel Level Gauge (Visible at Fill Point).

4. Supply and Return Connections.
5. 2" Fill with Lockable Cap with FDEP spill containment.
6. Normal and Emergency Vent Fittings Installed Per UL 2085.
7. Low Level Fuel Alarm Switch (FPI LS1001 EQ#817). Set at 40% remaining capacity wired to Control Panel Terminal Strip.
8. High Level Fuel Alarm Switch (FPI LS1001 EQ#817). Set at 90% tank capacity wired to Control Panel Terminal Strip. Provide local red alarm light and local audible alarm to indicate high level during fueling
9. Cable Stub Up Opening Under Circuit Breaker.
10. Generator Mounting Pads.
11. Mounting provisions shall allow for a minimum 2" airspace between concrete slab and secondary tank to facilitate inspection and maintenance of tank bottom. Designs that do not incorporate spacing between the tank bottom and the concrete pad will not be accepted.
12. 2 Lifting Points per Side (4 Total) for Lifting Generator Set, Enclosure and Tank (Empty).
13. Tank coated with Two Part Epoxy Primer and painted Gloss Black.
14. Tank sealed and shipped under vacuum per Florida Administrative Code Chapter 62-762 and NFPA30.
15. Tank shall carry a two (2) hour fire rating.
16. Tank shall be manufactured by Phoenix Products of Jacksonville, Florida. Alternate manufacturers must provide submittal data to the OWNER and ENGINEER for approval no less than fourteen (14) calendar days prior to bid date in order to be considered. Submission of equipment does not guarantee approval. Submittals deemed unsatisfactory upon initial review will not be allowed to be modified and/or resubmitted after initial review.

#### 2.11 GENERATOR ACCESS COMPONENTS

- A. The generator manufacturer shall provide a pre-fabricated aluminum access platform, stairs and railing.
- B. The access platform, stairs and railing shall conform to all local safety codes.
- C. Refer also to structural notes on the contract drawings for other requirements.



## PART 3 - EXECUTION

### 3.01 GENERATOR SET FIELD QUALITY CONTROL

- A. A factory authorized service representative of the product supplied, shall inspect all field assembled and installed components and make any necessary corrections to insure proper equipment operation. Any cost associated with this procedure shall be born by the contractor.

### 3.02 GENERATOR SET TRAINING AND DEMONSTRATION

- A. A factory representative of the product shall provide the County's maintenance personnel with a thorough period of instruction and hands-on session regarding the operation, trouble shooting and maintenance of all components of the product. Typical training period : one hour.
- B. Training shall be video taped and given to the City for future training.
- C. At least seven business days of notice shall be given by the Contractor to the County for delivery, installation, testing training and demonstration of the product.

### 3.03 GENERATOR TESTING

- A. The engine-generator sets shall be given the MANUFACTURER'S standard factory load test prior to shipment.
- B. Prior to final acceptance of the generator set, all equipment furnished under this Section shall be field tested per NFPA 110 to show it is free of any defects and the generator set can operate satisfactorily under full load test using resistance type load banks (brine tanks not acceptable). Test shall be for four (4) continuous hours. Any defects which become evident at this time shall be corrected before acceptance.
- C. An all-in-place static alignment check of all rotating components shall be made prior to first start-up, after unit is secured in place and all final connections are made.
- D. Site Tests: An installation check, start-up and load test shall be performed by the manufacturer's local representative. The Engineer, regular operators, and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:
  - 1. Fuel, lubricating oil, an antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
  - 2. Accessories that normally function while the set is standing by shall be checked

prior to cranking the engine. These shall include: block heaters, battery charger, generator strip heaters, annunciator, etc.

3. Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage, and phase rotation.
4. Automatic start-up by means of simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination.
5. External load bank tests shall be performed with the following criteria:
  - i) One (1) hour at 25% load
  - ii) One (1) hour at 50% load
  - iii) One (1) hour at 75% load
  - iv) One (1) hour at 100% load

Engine coolant temperature, oil pressure, and battery charge level along with generator voltage, amperes, and frequency shall be monitored throughout the load bank tests and a written report shall be provided to the OWNER and ENGINEER for record purposes. If, for any reason, any of the one hour load bank tests are interrupted, the associated test shall be repeated.

- E. A final alignment check and/or adjustment shall be made successful completion of the load bank tests.

### 3.04 GENERATOR SET SPARE PARTS

- A. The spare parts shall include, but not necessarily be limited to the following:
  1. Six (6) Fuses of each type and size used.
  2. One (1) Oil, air and fuel filter.
  3. One (1) set of belts.
  4. One (1) of each special tool or device, if any, required to maintain the generator set and included equipment.

### 3.05 WARRANTY

- A. Equipment furnished under this Section shall be guaranteed against defective parts and workmanship under terms of the MANUFACTURER'S and dealer's warranty. But, in no event, shall it be for a period of less than five (5) years and 2,500 operating hours from date of acceptance of the system by the city of Tampa and shall include labor, parts and travel time for necessary repairs at the job site. Submittal data received without written warranties as specified will be rejected in their entirety.

END OF SECTION

## SECTION 16620

### MANUAL ROTARY TRANSFER SWITCHES

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install, put into operation, and field test the weatherproof manual rotary transfer switches as shown on the Drawings and specified herein.
- B. These Specifications are intended to give a general description of what is required, but do not cover all details which will vary in accordance with the requirements of the equipment as offered. It is, however, intended to cover the furnishing, the shop testing, and delivery and complete installation and field testing, of all materials, equipment and appurtenances for the complete units as herein specified, whether specifically mentioned in these Specifications or not.
- C. For the units there shall be furnished and installed all necessary and desirable accessory equipment and auxiliaries whether specifically mentioned in these Specifications or not. This installation shall incorporate the highest standards for the type of service shown on the Drawings. The CONTRACTOR is responsible for field testing of the entire installation and instruction of the regular operating personnel in the care, operation and maintenance of all equipment.

##### 1.02 DESCRIPTION OF SYSTEM

- A. The manual rotary transfer switches shall be mounted as shown on the Drawings and shall be arranged to allow for connecting the associated permanent generator set or associated portable generator set to the Louisiana Pumping Station's electrical distribution system.

##### 1.03 QUALIFICATIONS

- A. The manual rotary transfer switches shall be the standard product, as modified by these specifications, of a MANUFACTURER regularly engaged in the production of this type of equipment. The units to be furnished shall be of proven ability and shall be designed, constructed, and installed in accordance with best practices and methods.
- B. The equipment supplied and installed shall meet the requirements of the NEC, along with all applicable local codes and regulations. All equipment shall be new and of current production. There shall be a one-source responsibility for warranty, parts, and service through a local representative with factory-trained servicemen.
- C. All materials and parts comprising the unit shall be new and unused, of current

manufacture, and of the highest grade, free from all defects or imperfections. Workmanship shall conform to the best modern practices. Only new and current models will be considered.

- D. The manual rotary transfer switches shall be ETL listed to the UL 1008 standard.
- H. The manual rotary transfer switches shall be completely assembled by a certified ISO facility.

#### 1.04 SUBMITTALS

- A. Submittals shall include test certification and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number each required for interconnection between the generator set and the transfer switch included elsewhere in these specifications.
- B. The successful bidder shall submit to the ENGINEER for review in accordance with other sections, complete sets of installation drawings, schematics, and wiring diagrams which shall show details of installation and connections to the work of other sections.
- C. In the event that it is impossible to conform with certain details of the Specifications due to different manufacturing techniques, describe completely all nonconforming aspects.

#### 1.05 TESTING:

- A. Each manual rotary transfer switch shall be completely assembled and undergo a functional test procedure before shipment. This test shall be documented and shall be included with the manual rotary transfer switch.

### PART 2 - PRODUCTS

#### 2.01 ELECTRICAL RATINGS

- A. The manual rotary transfer switches shall be rated for three phase 600VAC.
- B. The manual rotary transfer switches shall have an ampacity of 1,200 amperes.
- C. The manual rotary transfer switches shall be 3-pole with a solid neutral.
- D. Short circuit rating shall be 10 KAIC at 600V.

#### 2.02 ENCLOSURE

- A. Enclosure shall be NEMA Type 3R, free-standing.
- B. Enclosure material shall be Type 316 stainless-steel.
- C. Enclosure shall have a front access door with a means for padlocking.
- E. Enclosure shall have a full gasket for protecting against foreign debris.

#### 2.03 SWITCHING DEVICE

- A. The manual rotary transfer switch switching device shall be 3-position and rated for on-load switching.
- B. The switching device shall have a current rating greater than or equal to the overall switch rating.
- C. The switching device shall have a UL rating for 1,200A.

#### 2.04 OPERATION

- A. The manual rotary transfer switches shall have an external handle for switching.
- B. The manual rotary transfer switch handles shall have the appropriate NEMA rating to maintain the overall enclosure rating.
- C. The manual rotary transfer switch handles shall be interlocked with the enclosure door to prevent opening while in either "ON" position.
- D. The manual rotary transfer switch handles shall be padlockable in every position

#### 2.05 BUSBAR

- A. Busbar shall be tin-plated copper.
- B. Busbar shall be sized at 1000A/sq. in.

#### 2.06 LUGS

- A. Lugs for permanent conductors shall be aluminum, dual rated, with a mechanical screw.
- B. Provide lugs suitable (quantity/size) to accommodate conductors as indicated in contract documents.

#### 2.07 CAM-LOCK RECEPTACLES

- A. Cam-Lok receptacles shall be insulated single pole, Cooper E1016 series, male or female

with a single threaded stud connection

Phase Conductors – male receptacles  
Neutral Conductor – female receptacles  
Ground Conductor - female receptacles

B. Cam-Lok receptacles shall be color coded for each phase depending upon system voltage

Phase Conductors  
480VAC-Brown, Orange, Yellow  
Neutral Conductor-White  
Ground Conductor-Green

C. Ground Cam-Lok receptacles shall be bonded to the enclosure.

D. Cam-Lok receptacles shall be mounted on the enclosure wall with protective flip covers.

E. The external arrangement for Cam-Lok receptacles shall be phase conductors, neutral if provided, and ground. This arrangement shall be from top-bottom or left-right.

F. The internal bussing from Cam-Lok receptacle to Manual Transfer Switch landing tab shall be Erico Flexibar.

## 2.08 PILOT DEVICES

A. All pilot devices shall be 30mm, NEMA 4X (Square D SK type or equal). Pilot lights shall be LED type.

## 2.09 ACCEPTABLE PRODUCTS

A. The manual rotary transfer switches shall be PSI Control Solutions Model #STST1200N4XNF3RR. Refer to contract documents for transfer switch cam-lok access orientation.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. The manual rotary transfer switches shall be installed correctly according to the provided manual and in an appropriate location.
- B. Installation shall be in accordance with all applicable codes and standards

### 3.02 CABLE ENTRY

- A. Enclosure penetrations for cable entry shall be used with appropriate components to maintain the specified NEMA rating.

### 3.03 WARRANTY

- A. Manufacturer shall warrant the products manufactured by it and delivered to be free from defects in material and workmanship for a period of twelve (12) months after date of acceptance by the City of Tampa.

END OF SECTION