

The Enclosed Document Is Provided For Your Convenience.

Please Email ALL Questions:
[MailTo:ContractAdministration@TampaGov.net](mailto:ContractAdministration@TampaGov.net)

Please Let Us Know If You Plan To Bid

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

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 16-C-00014

**BOUGAINVILLEA AVENUE (30TH ST. TO 46TH ST.)
BIKE LANE / SIDEWALK**

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

MAY 2016

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

BID NOTICE MEMO

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

CONTRACT NO.: 16-C-00014; Bougainvillea Avenue (30th St. to 46th St.) Bike Lane / Sidewalk

BID DATE: June 28, 2016 **ESTIMATE:** \$600,000 **SCOPE:** The project comprises maintenance of traffic, roadway, signing and pavement markings, gravity wall, pedestrian and bicycle railings, pedestrian signalization relocation, utilities adjustments/relocations, and all associated work required for a complete project in accordance with the contract documents.

PRE-BID CONFERENCE: Tuesday, June 14, 2016, 2:00 p.m. Attendance is not mandatory, but recommended.

Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. Pre-Bid Conference is held at the same location unless otherwise indicated. Plans and Specifications and Addenda for this work may be examined at, and downloaded from, www.demandstar.com. Backup files are available at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>. Subcontracting opportunities may exist for City certified Small Local Business Enterprises (SLBEs). A copy of the current SLBE directory may be obtained at www.Tampagov.net. Phone (813) 274-8456 for assistance. **Email Technical Questions to:** contractadministration@tampagov.net .

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA
Contract 16-C-00014; Bougainvillea Avenue (30th St. to 46th St.) Bike Lane / Sidewalk

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., June 28, 2016, in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, maintenance of traffic, roadway, signing and pavement markings, gravity wall, pedestrian and bicycle railings, pedestrian signalization relocation, utilities adjustments/relocations, with all associated work required for a complete project in accordance with the Contract Documents.

A Pre-Bid Conference will be held June 14, 2016, 2:00 p.m., in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street.

A contractor must be pre-qualified in accordance with Rule Chapter 14-22 on the date of the Bid Opening or provide sufficient evidence of qualifications within ten (10) days thereof. All bidders must provide Certification of Current Capacity and Status of Contracts on Hand on the day of Bid Opening.

The Instructions to Bidders, Proposal, Form of Bid Bond, Agreement, Form of Public Construction Bond, Specifications, Plans and other Contract Documents may be downloaded from the website at: <http://www.tampagov.net/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.

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 with FDOT concurrence. 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.

Communication with City Staff

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

Contracts Management Supervisor, Jim Greiner

Contract Officer, Jody Gray

The City's Legal Department staff

The City's Contract Administration Department staff.

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

NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA

Contract 16-C-00014; Bougainvillea Avenue (30th St. to 46th St.) Bike Lane / Sidewalk

"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.

Posting will provide notice of the City of Tampa's intent to award a contract or to reject all bids. By calling the Contract Administration Department at 813- 274-8456, information concerning the posted projects can be obtained. Bidders are solely responsible for timely monitoring or otherwise verifying on which of the specified alternate posting dates the post of award or reject of all bids actually occurs.

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

Bidders are hereby notified that in any contract entered into pursuant to this notice, disadvantaged (DBE's), women or minority business enterprises (DBE's) will be afforded full opportunity to bid and will not be discriminated against on the grounds of race, religion, sex, color or national origin in consideration for an award.

Technical questions - contractadministration@tampagov.net
(Budget: \$603,000)

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Bougainvillea Avenue (30th St. to 46th St.) Bike Lane / Sidewalk in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

I-1.02 FORM PREPARATION AND PRESENTATION OF PROPOSALS: Replace the second sentence with the following: Submission of the entire specification book is not required.

I-1.03 ADDENDA – Section I-2.03 is replaced with the following: No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any Bidder orally.

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

I-1.04 SIGNATURE OF BIDDERS: Section I-2.07 is replaced with the following:

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

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

I-1.05 TIME FOR COMPLETION:

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

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 200 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 \$1,584.00 per calendar day.

I-1.07 BASIS OF AWARD OF CONTRACT:

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

I-1.10 DISADVANTAGED BUSINESS ENTERPRISES (DBE) / BID OPPORTUNITY DATA COLLECTION:

The State's Disadvantaged Business Enterprises applicable rules and regulations are by reference made a part hereof and bidders must comply therewith. The overall DBE program goal is 9.91%, which the FDOT believes may be achieved entirely through race neutral means. The City supports the utilization of small and disadvantaged businesses on construction projects, and encourages bidders to make all reasonable efforts to obtain participation of these businesses on this project.

The City's Equal Business Opportunity Program forms are provided for data collection purposes only. The FDOT Disadvantaged Business Enterprises rules and regulations apply.

FDOT must maintain a statewide database of all firms that are participating or attempting to participate in FHWA-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FHWA-assisted projects, including both DBEs and non-DBEs. The Bid Opportunity List is used to record bidders' information for all subcontractors or sub consultants who submitted bids to primes. All contractors must enter their bid opportunity information in the Equal Opportunity Compliance (EOC) System <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm> within 3 business days of submission of the bid or Proposal for all subcontractors or subconsultants who quoted bids for FHWA-assisted projects.

Note: All new Primes submitting a bid will need to apply for an EOC UserID and Password, <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm> The FDOT LAP Contract Number for this project is G0A48.

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

The Bidder who is awarded the Contract will be required to furnish a Public Construction Bond upon the 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 of Tampa 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

Add the following:

Article 2.05 CITY'S TERMINATION FOR CONVENIENCE:

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

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

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

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

I-1.14 Section 5 – subcontracts and Assignments, Article 5.01, Page A-7, Last Paragraph:
Change "...twenty-five (25) percent..." to "fifty-one (51) percent..."

Section 10-Payments, Article .05 Partial Payments, 1st Paragraph, 1st Sentence:
Change "...fair value of the work done, and may apply for..." to "...fair value of the work done, and shall apply for..."

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

I-1.16 GENERAL PROVISIONS; G-2.02 Copies Furnished to Contractor: Replace the first paragraph with the following:
The Contractor shall acquire for its use copies of the plans and specifications as needed. The documents may be downloaded from the City's web site, at
http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.as

I-1.17 PAYMENT DISPUTE RESOLUTION

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

I-1.18 SCRUTINIZED COMPANIES.

For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

I-1.19 CONTRACT EXCLUSIONS: *FOR FDOT CONTRACTS ONLY*

Contractor purchased equipment for State or local ownership is expressly excluded from this Contract.

Local hiring preference is expressly excluded from this Contract.

Owner force account contracting is expressly excluded from this Contract.

Public agencies in competition with the private sector are expressly excluded from this Contract.

Publicly-owned equipment is expressly excluded from this Contract.

Salvage credits are expressly excluded from this Contract.

State or local preferences are expressly excluded from this Contract.

Nothing in the contract is to be construed as limiting the Proposal to domestic-owned contractors only. The Proposal does not include the Florida orders on business with Syria, Cuba, Iran, and Sudan.

I-1.20 FLORIDA'S PUBLIC RECORDS LAW

4.33.3 The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, if applicable, Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records 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 public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

4.33.4 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this award and the City shall enforce the Default in accordance with the provisions set forth in the DEFAULT/RE AWARD section of this document.

I-1.21 INSTRUCTION TO BIDDERS:
I-2.05 LAWS AND REGULATIONS
Replace with the following:

The Bidder who is awarded the Contract must comply with and all Federal laws, 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-1.22 STANDARIZED CHANGED CONDITIONS
23 CFR 635.109 is included by reference and is applicable where not already covered by the agreement.

I-1.23 Agreement, Article 7.02(3), Add the following to the end of the first sentence - "...as specified in the Rental Rate Blue Book"

INSTRUCTIONS TO BIDDERS

SECTION 2 GENERAL INSTRUCTIONS

I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

I-2.02 FORM, PREPARATION AND PRESENTATION OF PROPOSALS

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

In the case of certain jobs bid Lump Sum a "Schedule of Unit Prices" must be filled out as an attachment to the Lump Sum proposal. These prices may be used as a guide for the negotiation of change orders, at the City's option.

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

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

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

I-2.03 ADDENDA AND INTERPRETATIONS

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

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

I-2.04 BID SECURITY

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

Within ten (10) days after the opening of Proposals, the bid security of all but the three lowest Bidders will be returned. The bid security of the remaining two Bidders whose Proposals are not accepted will be

returned within ten (10) days after the execution of the Contract, or, if no such Contract has been executed, within ninety (90) days after the date of opening Proposals. The bid security of the Bidder whose Proposal is accepted will be returned only after he has duly executed the Contract and furnished the required Public Construction Bond and insurance.

Should it be necessary for the City to retain the bid security and said bid security is in the form of checks, the checks of these Bidders will be returned if replaced by Bid Bonds in an amount equal to the amount of the checks of such Bidders in such form and issued by a surety company acceptable to the City.

A Bidder may withdraw his Proposal before the time fixed for the opening of Proposals, without prejudice to himself, by communicating his purpose, in writing, to the Mayor and City Council, and when his communication is received, the Proposal will be handed to him or his authorized agent unopened. No Bidder may withdraw his Proposal within ninety (90) days after the day of opening Proposals.

The Bidder whose Proposal is accepted shall enter into a written contract, upon the Agreement form included herein, for the performance of the work and furnish the required Public Construction Bond within twenty (20) days after written notice by the City of Award of Contract has been served on such Bidder personally or after receipt of the written notice by registered mail to such Bidder at the address given in his Proposal.

If the Bidder to whom a Contract is awarded refuses or neglects to execute it or fails to furnish the required Public Construction Bond within twenty (20) days after receipt by him of the Notice of Award of Contract, the amount of his bid security shall be forfeited and shall be retained by the City as liquidated damages, and not as a penalty, it being now agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said Bidder fails to enter into a Contract and furnish the required Public Construction Bond. If a Bid Bond was furnished, the full amount of the Bond shall become due and payable as liquidated damages caused by such failure. The full amount of the bid security shall be forfeited as liquidated damages without consideration of the fact that an award may be less than the full amount of the Bidder's Proposal, excepting that the award shall be within the conditions of said Proposal relating to the basis of consideration for an award. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

I-2.05 LAWS AND REGULATIONS

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

I-2.06 PUBLIC CONSTRUCTION BOND

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

I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS

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

Bidders who are nonresident corporations shall furnish to the City a

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

I-2.08 REJECTION OF PROPOSALS

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

I-2.09 QUANTITIES ESTIMATED ONLY

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

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

I-2.10 COMPARISON OF PROPOSALS

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

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

I-2.11 BASIS OF AWARD

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

I-2.12 INSURANCE REQUIRED

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

I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

Bidders must, if requested, submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order Nos. 11246 and 11375.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

Successful Bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written,

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

I-2.15 LABOR STANDARDS

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

I-2.16 NOTICE TO LABOR UNIONS

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

I-2.17 NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

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

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

On October 13, 1971, President Nixon issued Executive Order 11246 emphasizing the government's commitment to the promotion of minority business enterprise. Accordingly, the United States is firmly

committed to the utilization of available resources to support this important program. U.S. agencies are most interested in realizing minority participation on the subject. Achieving equal employment opportunity compliance is required through Executive Order 11246. WE cannot emphasize too strongly that minority subcontractors be extended subcontractors bidding opportunities as but one step in your affirmative action policy.

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

I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive

date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

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

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

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

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

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

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

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

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

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



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	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
[]Sub []Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

(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.

Contract 16-C-00014; Bougainvillea Avenue (30th St. to 46th St.) Bike Lane / Sidewalk

PROPOSAL

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

Name of Bidder _____

Business Phone Number and Email Address _____

Business Name and Mailing Address _____

Phone Number and Name of Contact Regarding Permits _____

Contractor/Qualifiers Name and Federal Identification Number _____

Date of Proposal _____

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

Names and Residential Addresses of Partners _____

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

Organized under the laws of the State of _____

Names and Address of President _____

Name and Address of Vice President _____

Name and Address of Secretary _____

Names and Address of Treasurer _____

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (6) That the Bidder
_____ Has; Treasury Number _____
_____ Has not
(Check applicable box)
previously performed work under the President's Executive Order Nos. 11246 and 11375.
- (7) That the undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and finish the required Performance Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0101 1	MOBILIZATION	LS	1		\$	\$
0102 1	MAINTENANCE OF TRAFFIC	LS	1		\$	\$
0999 25	CONTINGENCY	LS	1	Twenty-Five Thousand Dollars and No Cents	\$ 25,000	\$ 25,000
0104 10 3	SEDIMENT BARRIER	LF	5439		\$	\$
0104 18	INLET PROTECTION SYSTEM	EA	18		\$	\$
0110 1 1	CLEARING & GRUBBING	AC	3.62		\$	\$
0285704	OPTIONAL BASE, BASE GROUP 04	SY	199		\$	\$
0334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	16.4		\$	\$
0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	3		\$	\$
0425 1711	INLETS, GUTTER, TYPE V, <10'	EA	3		\$	\$
0425 1713	INLETS, GUTTER, TYPE V, J BOT, <10'	EA	1		\$	\$
0430175115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD	LF	48		\$	\$
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	3		\$	\$
0430963 2	PVC PIPE FOR BACK OF SIDEWALK, NON STANDARD DIAMETER	LF	69		\$	\$
0515 1 1	PIPE HANDRAIL - GUIDERAIL, STEEL	LF	27		\$	\$
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	816		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0520 2 4	CONCRETE CURB, TYPE D	LF	31		\$	\$
0520 3	VALLEY GUTTER- CONCRETE	LF	1120		\$	\$
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	5233		\$	\$
0522 2	CONC SIDEWALK AND DRIVEWAYS, 6" THICK	SY	914		\$	\$
0527 2	DETECTABLE WARNINGS	SF	118		\$	\$
0570 1 2	PERFORMANCE TURF, SOD	SY	5792		\$	\$
SP 8.06.A	TYPE 2 INLET (CITY OF TAMPA)	EA	1		\$	\$
SP 8.06.B	TYPE 2 INLET (3'-10" x 5')(CITY OF TAMPA)	EA	1		\$	\$
SP 8.06.C	TYPE E GRATE INLET (CITY OF TAMPA)	EA	1		\$	\$
SP 8.06.D	TYPE E GRATE INLET (CITY OF TAMPA), PARTIAL, FDOT MH TOP TYPE 7	EA	1		\$	\$
425-11	CONNECT TO EXISTING INLET OR MANHOLE	EA	1		\$	\$
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6		\$	\$
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	8		\$	\$
0700 1 60	SINGLE POST SIGN, REMOVE	AS	3		\$	\$
0706 3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	153		\$	\$
0711 11141	THRMP LSTC, STANDARD, WHITE, , 2-4 DOTTED GUIDELINE 6-10 GAP 6"	GM	0.100		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	3		\$	\$
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6		\$	\$
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL	LF	150		\$	\$
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	151		\$	\$
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.438		\$	\$
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.500		\$	\$
0711 17	THRMLPLSTC, REMOVE EXISTING THRMLPLSTC PAVEMENT MARKINGS	SF	1731		\$	\$
0635 2 40	PULL & SPLICE BOX, RELOCATE	EA	1		\$	\$
0653 1 40	PEDESTRIAN SIGNAL, RELOCATE	AS	1		\$	\$
2103W	INSTALL 6" DIP W/POLYWRAP	LF	20		\$	\$
5200W	REMOVE AND RELOCATE EXISTING FIRE HYDRANT	EA	2		\$	\$
6002W	INSTALL 6" MJ GATE VALVE W/RESTRAINTS	EA	2		\$	\$
8100W	ADJUST WATER METER BOX	EA	1		\$	\$
9901W	ADJUST VALVE BOX TOP (HEIGHT)	EA	7		\$	\$
1055- 15	CLEANOUT, ADJUST	EA	1		\$	\$
				TOTAL	\$	\$

Computed Total Price In Words:

_____ dollars and _____ cents.

Computed Total Price in Figures: \$ _____

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

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

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

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

Total Cost \$ _____

Signed _____

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

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

Dated _____, 20__

(Name of Bidder)

(Address of Bidder)

(Signature)

(Title)

Where Bidder is a Corporation:

Attest:

Secretary

AFFIX
CORPORATE
SEAL

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 20__ by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 20__ by _____ who is ____ personally known to me or has ____ produced _____ as identification.

Notary

My Commission Expires:

For a Firm:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 20__ by _____ who signed on behalf of the said firm. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

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

Contract _____ Bid Date _____

Bidder _____

Signature _____ Date _____

Name _____ Title _____

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

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

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

- (1) Soliciting through reasonable and available means the interest of SLBEs that have the capability to perform the work of the contract. The Bidder or Contractor must solicit this interest within sufficient time to allow the SLBEs to respond. The Bidder or Contractor must take appropriate steps to follow up initial solicitations with interested SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts. Remarks:
- (2) Providing interested SLBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation. See enclosed sample solicitation. Remarks:
- (3) Negotiating in good faith with interested SLBEs that have submitted bids. Documentation of negotiation must include the names, addresses, and telephone numbers of SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with SLBEs to perform the work. That there may be some additional costs involved in soliciting and using SLBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable. Bidders are not required to accept higher quotes in order to meet the goal. DMI subcontractor-utilized forms reflect successful negotiations This project is of a low-bid nature and negotiations are limited to clarifications of scope and specifications. See enclosed document. Remarks:
- (4) Not rejecting SLBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The SLBEs standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached explanation for rejection of a low-bidding subcontractor's bid. Remarks:
- (5) Making a portion of the work available to SLBE subcontractors and suppliers and to select those portions of the work or material consistent with the available SLBE subcontractors and suppliers, so as to facilitate meeting the goal. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. See enclosed comments. Remarks:
- (6) Making good faith efforts, despite the ability or desire of a Bidder or Contractor to perform the work of a contract with its own organization. A Bidder or Contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the goal has been met. Sub-Contractors were not prohibited from submitting bids on work not usually sub-contracted. Remarks:
- (7) Selecting portions of the work to be performed by SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SLBE participation, even when the Bidder or Contractor might otherwise prefer to perform these work items with its own forces. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. Sub-Contractors were not prohibited from submitting bids on work not usually sub-contracted. See enclosed comments. Remarks:
- (8) Making efforts to assist interested SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed sample solicitation see enclosed document. Remarks:
- (9) Making efforts to assist interested SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in a City-sponsored mentor-protégé program. See enclosed sample solicitation. See enclosed document. Remarks:
- (10) Effectively using the services of the City and other organizations that provide assistance in the recruitment and placement of SLBEs. See enclosed document. The following services were used:

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

Compliance Plan: Guidance For Meeting Good Faith Efforts

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



Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (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 when Goal has been established.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted/solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal 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 must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted/solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you are providing any additional 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 Women/Minority Business Enterprise.
- **Federal ID.FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor.

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



Page 4 of 4DMI – 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 projected to be utilized must be included on this form.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal has been 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 must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **See attached documents.** Check if you have provided any additional documentation relating to the utilization of subcontractors.
-

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.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs)
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)

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

TAMPA BID BOND
Contract 16-C-00014; Bougainvillea Avenue (30th St. to 46th St.) Bike Lane / Sidewalk

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ (hereinafter called the Principal) and _____

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract , Bougainvillea Avenue (30th St. to 46th St.) Bike Lane / Sidewalk.

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this _____ day
of _____, 20 _____

NAME OF FIRM
By: _____

Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)
_____ of _____
(TITLE) (FIRM)
of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER
COVERED TRANSACTIONS
FOR FEDERAL AID CONTRACTS**
(Compliance with 49 CFR, Section 29.511)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) 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 any federal 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.

(2) 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
Federal Use Only:		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION
COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
PROVISIONS ON FEDERAL AID CONTRACTS**

FIN PROJECT I.D. _____ DATE _____
 _____ CONTRACT NO. _____

_____, prime contractor
 for the above referenced contract, hereby certifies that this company and all of its subcontractors have made every Good Faith Effort to comply with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract.

Exception:

The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

Subcontractor Name _____

Subcontractor Name _____

Street Address _____

Street Address _____

City/State/Zip _____

City/State/Zip _____

State of Florida

County of _____

Sworn to and subscribed before me this _____ day

of _____, by _____

(Print name of person signing Certification)

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of nonresponsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

Notary Public _____

Contractor _____

Commission Expires _____

By _____

Personally Known OR Produced Identification

Title _____

Type of Identification Produced _____

Instructions:

1. Attach copy of any notifications of noncompliance sent to each applicable subcontractor
2. List the subcontractors found not in compliance at the time of this certification.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
06/12

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

7-25 Equal Employment Opportunity Requirements.

7-25.1 **Equal Employment Opportunity Policy:** Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: 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, preapprenticeship, and/or on-the-job training."

7-25.2 **Equal Employment Opportunity Officer:** Designate and make known to the Department's contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

7-25.3 **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

7-25.4 **Recruitment:** When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".

7-25.5 **Personnel Actions:** Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

- (1) Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- (2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
- (3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.
- (4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

7-25.6 Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

7-25.7 Records and Reports: Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

(1) The number of minority and nonminority group members employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by the Contract work.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (1-15)**

SECTION 7 is expanded by the following new Article:

7-28 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 (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 (1.) of this section, in the sum of \$10 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 (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the _____ assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The _____ further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated _____

by _____, Chief Executive Officer

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CHAPTER 14-78 PARTICIPATION BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS IN DEPARTMENT OF TRANSPORTATION CONTRACTS

- 14-78.001 General.
- 14-78.0011 Time and General Procedural Requirements.
- 14-78.002 Definitions.
- 14-78.003 General Responsibilities.
- 14-78.004 Non-Federally Funded State DBE Program.
- 14-78.005 Standards for Certification of DBEs.
- 14-78.007 Procedure for Certification.
- 14-78.0071 Challenge Procedure.
- 14-78.008 Suspension or Revocation.
- 14-78.0081 Federal Appeal Rights.
- 14-78.009 Forms.

14-78.001 General.

This rule chapter implements the Department of Transportation's policy, required by legislative mandate, that small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum opportunity to participate in the performance of Department contracts.

Specific Authority 334.044(2), 339.0805(5) FS. Law Implemented 339.05, 339.0805 FS. History-New 12-9-81, Amended 5-23-84, Formerly 14-78.01, Amended 9-21-87, 5-4-88.

14-78.0011 Time and General Procedural Requirements.

(1) Time. In computing any period of time prescribed by this rule chapter, the day of the act from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this rule chapter, a legal holiday means those days designated in Section 110.117, Florida Statutes, and any other day the Department's offices are closed.

(2) Requests for Hearing. All requests for hearing shall be in writing and shall be filed with the Clerk of Agency Proceedings, Department of Transportation, MS 58, Haydon Burns Building, Tallahassee, Florida 32399-0458. A request for hearing is filed when it is received by the Clerk of Agency Proceedings.

Accordingly, a request for hearing is not timely filed unless it is received by the Clerk of Agency Proceedings within the appropriate time period. Requests for hearings by FAX are not acceptable.

Specific Authority 334.044(2), 339.0805 FS. Law Implemented 339.05, 339.0805 FS. History-New 5-23-84, Formerly 14-78.011, Amended 9-21-87, 5-4-88, 12-2-93.

14-78.002 Definitions.

Throughout this rule chapter, the following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Affiliates" is defined pursuant to 13 C.F.R. Section 121.401, which is hereby incorporated by reference and made a part of these rules. "Affiliates" means companies having one or more of the following relationships:

- (a) One concern controls or has the power to control the other;
- (b) A third party or parties controls or has the power to control both;
- (c) An identity of interest between or among parties exists such that affiliation may be found.

(2) Pursuant to 13 C.F.R. Section 121.403(a) and (b), "Business Concern" or "Concern" means:

(a) A business concern eligible for assistance as a small business is a business entity organized for profit, with a place of business located in the United States and which makes a significant contribution to the U.S. economy through payment of taxes and/or use of American products, materials and/or labor.

(b) Such business entity may be in the legal form of an individual proprietorship, partnership, corporation, joint venture, association, trust or a cooperative, except that where the form is a joint venture there can be no more than 49 percent participation by foreign business entities in the joint venture.

(3) "Certified" means a finding of qualification by the Department in accordance with this rule chapter.

(4) Pursuant to C.F.R. 49 Subtitle A, Subpart A, Section 23.5, "Compliance" means the condition existing when the Department or a contractor has met and implemented the requirements of this rule chapter.

(5) "Department" means Florida Department of Transportation.

(6) "Disadvantaged" means socially and economically disadvantaged, whenever used throughout this rule chapter.

(7) "DBE" means disadvantaged business enterprise.

(8) "DBE Directory" means the directory published monthly by the Equal Opportunity Office, which lists those firms that have been determined eligible to participate in the Department's DBE program.

(9) Pursuant to 49 C.F.R. Subtitle A, Subpart D, Section 23.62 and Appendix A, to Section 23.62, "Disadvantaged Business Enterprise" or "DBE" means a small business concern organized for profit:

(a) Which is at least 51 percent owned by one or more disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more disadvantaged individuals; and

(b) Whose management and daily business operations are controlled by one or more of the disadvantaged individuals who own it.

(10) "Individual" means only natural persons and not artificial persons such as corporations and other business entities.

(11) Pursuant to 49 C.F.R. Subtitle A, Subpart A, Section 23.5, a "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge.

(12) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.47(e)(2), "Manufacturer" means a firm that operates or maintains

a factory or establishment that produces on the premises the materials or supplies obtained by the Department or a contractor.

(13) Pursuant to C.F.R. 49 Subtitle A, Subpart A, Section 23.5, "Noncompliance" means the condition existing when the Department or a contractor has failed to implement the requirements of this rule chapter.

(14) "Owner/Operator" means an individual who owns one truck that he or she drives as an independent hauler.

(15) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.47(e)(3), a "Regular Dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm

must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products does not need to keep such products in stock, if the dealer owns or operates the appropriate distribution facility.

Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of these rules.

(16) Pursuant to 49 C.F.R. Subtitle A, Subpart A, Section 23.5, "Set Aside" means a technique which limits consideration of bids or proposals to those submitted by DBEs.

(17) Pursuant to 49 C.F.R. Subtitle A, Subpart D, Section 23.62 and Appendix A to Section 23.62 and Appendix B of Subpart D, "Small Business Concern" means those business concerns as defined in 13 C.F.R. Section 121.403(a) and (b), which regulation is hereby incorporated by reference and made a part of these rules, except that a small business concern shall not include any concern which, together with its affiliates, has annual average gross receipts over the previous three fiscal years in excess of \$15,370,000 or the amount as adjusted for inflation by the Secretary of the U.S. Department of Transportation or the applicable lower limits on business size established by the Small Business Administration in 13 C.F.R. Part 121, Sections 121.402 and 121.601, whichever is lower. For the purpose of determining business size, the firm shall be classified under the appropriate standard industrial classification code based upon the work primarily performed by the company.

(18) Pursuant to 49 C.F.R. Subtitle A, Subpart D, Section 23.62, "Socially and Economically Disadvantaged Individuals" means those individuals:

(a) Who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 USC 637) and implementing regulations. Individuals in the following groups are presumed to be disadvantaged; however, this presumption is rebuttable:

1. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
 2. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 3. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 4. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 5. "Native Americans," which includes persons who are Eskimos, Aleuts, Native Hawaiians, or persons who have origins in any of the American Indian tribes prior to 1835.
6. Women.

(b) Who are not members of the presumptive groups as defined in Section 14-78.002, but meet the criteria as set out in Rule 14-78.005, F.A.C.

(19) "Subordinate(s)" or "Subordination" means performance by a third party of a specific part of the work which is the responsibility of the principal DBE subcontractor by contract, agreement, or arrangement, including but not limited to

supervision, labor, hauling, management, transporting, supplying, planning, organizing, providing personnel, or equipping.

(20) The "Critical Areas of Operation" are those areas required for the production and delivery of the primary product or service of the firm and may include, at a minimum, estimating, bidding, and field supervision. The areas of administration and financial management are not critical areas of operation unless they constitute the firm's primary product or service.

Specific Authority 334.044(2), 339.05, 339.0805 FS. Law Implemented 339.05, 339.0805 FS. History—New 5-23-84, Formerly 14-78.02, Amended 9-21-87, 5-4-88, 4-17-89, 6-24-91, 4-15-92, 12-2-93.

14-78.003 General Responsibilities.

(1) In furtherance of the purpose of this rule chapter, the Department shall establish overall DBE goals for its entire DBE program, as set forth in 49 C.F.R. Subtitle A, Subpart C, Section 23.45(g), and Subpart D, Section 23.64. In setting the overall goals the Department shall consider the following factors, in accordance with 49 C.F.R. Subtitle A, Subpart C, Sections 23.45(g)(5)(i) and 23.45(g)(5)(ii):

(a) Overall goals shall be based on projection of the number and types of contracts to be awarded by the Department and a projection of the number of and types of DBEs likely to be available to compete for contracts from the Department over the period during which the goals will be in effect;

(b) Overall goals shall also be based on past results of the Department's efforts to contract with DBEs and the reasons for the high or low level of those results.

(2) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.45(k), when implementing its DBE goal program the Department may:

(a) Set aside contracts for competition only by, between, or among certified DBEs.

1. The total dollar amount of all projects set aside in any one fiscal year shall not exceed ten percent of the funds allocated for contracting for that fiscal year.

2. A contract shall not be set aside unless at least three DBEs with capabilities consistent with contract requirements exist so as to permit competition.

3. In selecting contracts suitable for a set aside, the Department shall consider the following factors:

a. The number, capacity, and capabilities of potential eligible bidders;

b. The type of work required by the contract to be let; and

c. The estimated total dollar amount of the contract to be let.

4. Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(d), a joint venture between a DBE and a non-DBE is eligible to compete in a set aside if the DBE partner of the joint venture is certified pursuant to this rule chapter, if the certified DBE partner's share in the ownership, control, and management responsibilities, risks, and profits of the joint venture is at least 51 percent, and if the DBE partner is responsible for a clearly defined portion of the work to be performed. Firms seeking participation as a joint-venture must, in addition, complete Schedule B – Certification Form No. 2 – Department of Transportation Form 275-030-02, Rev. 8/93, as described in subsections 14-78.005(2) and 14-78.007(1), F.A.C., of this rule chapter.

(b) Establish contract goals on each contract with subcontracting opportunities for certified DBEs.

1. In setting contract goals, the Department shall consider the following factors:

- a. The type of work required by the contract to be let;
- b. The subcontracting opportunities in the contract to be let;
- c. The estimated total dollar amount of the contract to be let; and
- d. The number of certified DBEs.

2. For contracts with an estimated total dollar amount of \$1,000,000 or less, the contract goals shall not exceed 50 percent of the identified potential for DBE participation. For contracts with an estimated total dollar amount over \$1,000,000, the contract goals shall not exceed 75 percent of the identified potential for DBE participation.

3. For all contracts for which DBE contract goals have been established, each bidder shall meet or exceed or demonstrate that it could not meet, despite its good faith efforts, the contract goals set by the Department. The DBE participation information shall be submitted as outlined in sub-subparagraphs 14-78.003(2)(b)3.a. and b., F.A.C. below. Award of the contract shall be conditioned upon such submission of the DBE participation information and upon satisfaction of the contract goals or, if the goals are not met, upon demonstrating that good faith efforts were made to meet the goals. Failure to satisfy the information requirements shall result in a contractor's bid being deemed nonresponsive and the bid being rejected.

a. The contractor's bid submission shall include information, pursuant to 49 C.F.R. Subtitle A, Subpart C, 23.45(h)(1)(i), submitted on a completed Disadvantaged Business Enterprise (DBE) Utilization Form, Form 275-020-004, Rev. 10/95 and Disadvantaged Business Enterprise (DBE) Utilization Summary Form, Form 275-020-003, Rev. 10/95.

b. In lieu of a completed Disadvantaged Business Enterprise (DBE) Utilization Summary Form, Department of Transportation Form 275-020-003, Rev. 10/95, and a Disadvantaged Business Enterprise (DBE) Utilization Form, Department of Transportation Form 275-020-004, Rev. 10/95, the contractor will submit a Disadvantaged Business Enterprise (DBE) Utilization Summary Form which indicates that either the contractor will achieve the DBE goal established for the project for which the bid has been submitted, or that the contractor has submitted sufficient information to demonstrate that the contractor made good faith efforts to meet the DBE goal as part of the bid submission. If the contractor has submitted a Disadvantaged Business Enterprise (DBE) Utilization Summary Form on which the contractor has indicated that the DBE goal will be achieved, the contractor will provide to the Equal Opportunity Office or to the designated District Office when the job has been let in the District by 5:00 P.M. on the third business day following the bid letting day (Electronic transmissions, such as a FAX, sent directly to the Department will not be accepted):

(I) An updated Disadvantaged Business Enterprise (DBE) Utilization Summary Form listing the DBE subcontractors that will be utilized on the project to meet the DBE goal, the dollar amount of the DBE goal subcontracted to each DBE, and the total dollar amount for the DBE goal; and

(II) Disadvantaged Business Enterprise (DBE) Utilization Forms shall be completed and signed by an authorized representative of the DBE, for each DBE subcontract utilized on the project to achieve the DBE goal. Disadvantaged Business Enterprise (DBE) Utilization Forms that are not signed by an authorized representative of the DBE firm, will be rejected and will result in the bid being non-responsive.

c. A DBE Utilization Form will be deemed complete if it lists the prime contractor's name, the project number(s), and the name of the DBE, describes the type of work to be performed by the DBE, states the total amount claimed as credit for the subcontract, and contains the signature of the DBE's representative. Subject to the requirements of subparagraph 14-78.003(2)(b)5., F.A.C., a bidder will be held to the information submitted on its DBE forms and will be expected to enter into subcontracts with each of the DBEs named on its DBE Utilization Forms for payments sufficient to earn the credits claimed on each form.

d. An otherwise complete DBE Utilization Form that has been submitted within the time required by sub-subparagraph (2)(b)3.b., and which indicates that the contract goal will be met, but which lists an incorrect DBE subcontractor, will be considered to contain a technical error which can be corrected by submission of a corrected DBE Utilization Form when one of the two following conditions occurs:

(I) The subcontractor shown on the DBE Utilization form is a certified DBE, but is not approved for use on the particular contract bid because of the classification of the contract, i.e., a wholly federal or wholly state funded contract.

(II) The subcontractor shown on the DBE Utilization Form was previously certified as a DBE, but the certification expired before the DBE Utilization Form was submitted to the Department. To meet this criterion, the subcontractor shown on the DBE Utilization Form must have been listed as a DBE in the Department's DBE Directory at least one time within the last three consecutively published DBE Directories preceding the date the DBE Utilization Form was submitted to the Department.

e. In order for the Department to accept a revised DBE Utilization Form as a technical correction pursuant to sub-subparagraph (2)(b)3.d., the following criteria must also be met:

(I) The total dollar commitment to the substitute DBE must be the same or greater than the amount shown on the original DBE Utilization Form committed to the technically incorrect subcontractor.

(II) All other subcontractors correctly shown on the original DBE Utilization Form(s) cannot be negatively impacted by the technical correction. For instance, a DBE firm correctly identified and shown on a DBE Utilization Form cannot be removed from the bid, nor can the total dollar amount committed to the correctly-identified DBE firm be reduced.

(III) The revised DBE Utilization Form correcting the technical error, as defined in sub-subparagraph (2)(b)3.d. above, must be furnished to the Equal Opportunity Office, or to the designated District Office when the job has been let in the District, by 5:00 p.m. on the third day after the bidder receives oral or written notification of the technical error from the Equal Opportunity Office or from the designated District Office when the job has been let in the District.

(IV) The original and the revised DBE Utilization Forms must otherwise fully comply with the requirements of sub-subparagraph (2)(b)3.c., above.

f. Pursuant to 49 C.F.R. Subtitle A, Subpart C, Appendix A to Section 23.45, in evaluating a contractor's good faith efforts, the Department will consider:

(I) Whether the contractor, at least seven days prior to the letting, provided written notice by certified mail, return receipt requested, or hand delivery, with receipt, to all certified DBEs which perform the type of work in the geographical area of the

project, which the contractor intends to subcontract, advising the DBEs of the specific work the contractor intends to subcontract; that their interest in the contract is being solicited; and how to obtain information about and review and inspect the contract plans and specifications.

(II) Whether the contractor selected economically feasible portions of the work to be performed by DBEs; including where appropriate, breaking down contracts or combining elements of work into economically feasible units. The ability of a contractor to perform the work with its own work force will not in itself excuse a contractor's failure to meet contract goals.

(III) Whether the contractor provided interested DBEs assistance in reviewing the contract plans and specifications.

(IV) Whether the DBE goal was met by other bidders.

(V) Whether the contractor submits all quotations received from DBEs, and for those quotations not accepted, an explanation of why the DBE will not be used during the course of the contract. Receipt of a lower quotation from a non-DBE will not in itself excuse a contractor's failure to meet contract goals.

(VI) Whether the contractor assisted interested DBEs in obtaining any required bonding, lines of credit, or insurance.

(VII) Whether the contractor elected to subcontract types of work that match the capabilities of solicited DBEs.

(VIII) Whether the contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient DBE participation to meet the goals.

(IX) Whether the contractor has within the past six months utilized DBEs on other contracts.

(X) Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the Department to inform DBEs of contracting and subcontracting opportunities.

(XI) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities.

(XII) This list is not intended to be exclusive or exhaustive and the Department will look not only at the different kinds of efforts that the contractor has made but also the quality, quantity, and intensity of these efforts.

4. A certified DBE who is the apparent low bidder on a contract with DBE goals satisfies the DBE goals.

5. Contractors shall make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another certified DBE. Any such substitution of subcontractors shall be approved by the Department.

6. The Department shall count DBE participation toward meeting DBE goals, in accordance with 49 C.F.R. Subtitle A, Subpart C, Section 23.47, as follows:

a. Once a firm is determined to be an eligible certified DBE, in accordance with this rule chapter, the total dollar value of the contract to be awarded to the certified DBE is counted toward the applicable DBE goal.

b. A portion of the total dollar value of a contract with a joint venture eligible under this rule chapter equal to the percentage of the ownership and control of the DBE partner in the joint venture may be counted toward the DBE goal.

c. Only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the DBE goal. A DBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. A DBE is considered to perform a commercially useful function when it is responsible for

execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Department shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

d. Consistent with normal industry practices, a DBE may enter into subcontracts. A DBE firm performing subcontract work which was used by the prime contractor to meet the contract DBE goals may not subordinate more than 49 percent of the subcontract work. If the DBE subordinates more than 49 percent of the subcontract work, none of that DBE subcontract amount may be counted toward the DBE goal. If a DBE contractor subcontracts a significantly greater portion of the work of the contract

than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the US Department of Transportation.

e. Expenditures for materials and supplies obtained from DBE suppliers and manufacturers may be counted toward the DBE goal, provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. Supplies on a furnish and install subcontract must be paid for by the DBE if the cost of supplies is to be counted as part of the DBE goal. A two-party check, payable to the DBE and supplier is acceptable; only if any discounts for early payment, etc., are paid to the DBE.

f. The Department or a contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100 percent of such expenditures to a DBE manufacturer.

g. A DBE which is utilized to attain the contract goal may not shift on a temporary basis key personnel or crews from a prime contractor's payroll to the DBE's payroll or shift on a temporary basis key personnel or crews from another subcontractor or contractor's payroll to the DBE's payroll. Violation of this subsection will result in none of the DBE subcontract amount being counted toward the contract goal.

h. Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.47(f), a contractor may count toward DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers:

(I) The fees or commissions charged for providing a bona fide service, such as: professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract; provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(II) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and the supplies themselves) when the hauler, trucker, or delivery services is not also the manufacturer or a regular dealer in the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(III) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

i. A DBE trucking company being utilized to haul material as part of the goal must perform at least 51 percent of the contract by utilizing owned or leased equipment. The DBE may therefore use its own trucks and its company employees, leased trucks operated by its own employees and vehicles owned and operated by owner/operators. The owner/operator must be the owner of one truck, of which he or she is the driver. If independent owner/operators are used, they must be shown on the DBE payroll but as owner/operators and not as employees. The use of leased or rented equipment from leasing companies, rental agencies or individuals, which comes with operators other than the owners of the vehicles, will not be counted in the mandatory 51 percent.

j. In fulfilling the DBE goals, a contractor may not count delivery of materials and supplies as expenditures to DBE firms where such delivery is to or from offsite locations that are not monitored by either DOT project personnel or other personnel designated by the Department.

(3) The Department shall compile and make available a directory to contractors and other interested persons listing all DBEs certified by the Department. Only those DBE firms certified on the date of the letting or listed in the current DBE Directory will be eligible for use as a DBE to meet DBE contract goals. A copy of the directory may be obtained from the Liaison Officer, Equal Opportunity Office, 605 Suwannee Street, Mail Station 65, Tallahassee, Florida 32399-4050, (850) 414-4747.

(4) In furtherance of the purpose of this rule chapter, the contractor shall have the following responsibilities:

(a) The contractor shall implement a DBE program containing the following elements:

1. A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The contractor's policy making body (Board, Council, etc.) shall issue a policy statement, signed by the chairperson, which expresses its commitment to the program, outlines the various levels of responsibility, and states the objectives of the program. The contractor's policy statement shall be circulated throughout the contractor's organization and the minority, female, and non-minority community and business organizations.

2. The designation of a liaison officer within the contractor's organization, as well as such support staff as may be necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the liaison officer and support staff. The Chief Executive Officer of the contractor's organization shall designate a DBE liaison officer and adequate staff to administer the DBE program. The DBE liaison officer shall report directly to the Chief Executive Officer. The DBE liaison officer and staff shall be responsible for developing, managing, and implementing the program on a day-to-day basis; for carrying out technical assistance activities for DBEs; and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in contracts let by the Department. Techniques to facilitate DBE participation in contracting activities shall include but not be limited to:

a. Arranging solicitations, time for the presentation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of DBEs.

b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

c. Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

d. Encouraging eligible DBEs to apply for certification with the Department.

e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals or women for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

(b) The contractor shall submit its DBE program to the Department for approval prior to or with its first bid submission and shall update its program annually.

1. No contract shall be awarded to a contractor until after its DBE program has been approved by the Department.

2. The contractor's DBE program and the contractor's commitment to carry out its program shall be incorporated into and become a part of any contract awarded by the Department. Failure to keep these commitments shall be deemed noncompliance with this rule chapter and breach of the contract.

(c) In order to monitor the progress of its DBE program the contractor shall develop a record keeping system which will identify and assess the contractor's progress in achieving subcontract goals and other DBE program efforts.

1. Specifically, the records maintained by the contractor shall include:

a. The procedures adopted to comply with this rule chapter;

b. The number of subcontracts on Department projects awarded to DBEs;

c. The dollar value of the contracts awarded to DBEs;

d. The percentage of the dollar value of all subcontracts awarded to DBEs as a percentage of the total contract amount;

e. A description of the general categories of contracts awarded to DBEs;

f. The specific efforts employed to identify and award contracts to DBEs;

g. Copies of payment certification as required by contract specifications for each project in which work is counted toward the DBE goal;

h. Copies of all correspondence or written statements utilized by the contractor involving the DBE program and the Department; and

i. Copies of all written quotations submitted by DBE firms for subcontract work.

2. The records maintained by the contractor in accordance with this rule shall be provided upon request to the Department for review. These records must be retained by the contractor for a period of five years.

Specific Authority 334.044(2), 337.125(4), 337.137(3), FS. Law Implemented 337.125, 337.137, 337.139, 339.05, 339.0805 FS. History—New

12-9-81, Amended 5-23-84, 11-10-85, Formerly 14-78.03,

Amended 9-21-87, 5-4-88, 4-17-89, 6-24-91, 12-2-93, 10-30-96, 8-12-97, 12-31-98.

14-78.004 Non-Federally Funded State DBE Program.

(1) Purpose. It is the purpose of the Non-Federally Funded State DBE Program, hereinafter referred to as "State DBE

Program," to take specific affirmative actions to eliminate discrimination and the effects of past discrimination, and to ensure that construction contractors and subcontractors provide equal employment opportunity to minority and female business in Florida Department of Transportation road/bridge construction and road/bridge maintenance non-federally funded contracts.

(2) Except where in conflict with this rule, all provisions of Chapter 14-78, F.A.C., apply equally to the State DBE Program.

Where a conflict exists, this rule shall govern.

(3) Definitions. With the following additions, all words and phrases shall have the respective meanings set forth in Rule 14-78.002, F.A.C.:

(a) "Road/Bridge Construction" means any road and bridge construction, including bridge repair, installation of traffic control systems, asphaltic concrete overlay, resurface existing roadway, construction of curbs and gutters, re-roof facilities, construction of pedestrian overpass, construction interchange, widen bridges, replace fence, resurface and pave shoulders, and painting bridges.

(b) "Road/Bridge Maintenance" means any road and bridge maintenance, including mowing, bridge tending, furnish asphalt, mechanical sweeping, guardrail repair, lighting maintenance, marking and signing, litter removal, concrete paving repairs, fertilize shoulders, remove and replace reflective markings, and tree trimming and removal.

(c) "Significant Disparity" means a disparity index (the ratio of the percentage utilization to the percentage availability times 100) below 80.

(4) General Responsibilities.

(a) In furtherance of the purpose of this rule, the Department will establish overall goals not to exceed those goals identified in the most recent study.

(b) Eligible DBEs. Only DBEs certified under Rule 14-78.005 and 14-78.007, F.A.C., who meet all of the following criteria shall be eligible to participate in the State DBE Program. These DBEs are presumed to have experienced past discrimination by the Department, but the presumption is rebuttable.

1. Those DBEs with their primary place of business in the State of Florida or in other counties where the disparity study has shown discrimination by the Department; and

2. Those DBEs from classifications which have experienced a significant disparity by the Department in indicated business categories as established by the disparity study.

(c) The following methods are available to implement the State DBE Program:

1. Percentage goals shall be set on a project by project basis according to the availability of qualified DBEs, but shall not exceed 50% on any contract.

2. Set aside contracts may be established to facilitate the State DBE Program.

(5) Program goals may be waived where appropriate circumstances exist:

(a) Eligible DBE's are unavailable.

(b) The goals set are not feasible.

(c) When DBE price quotes exceed competitive levels which unreasonably inflate bids.

(6) Race/Gender Neutral Methods. The Department shall continue to use race/gender neutral methods to increase DBE utilization. These may include, but are not limited to:

(a) Annually, the Department will provide to minority and female businesses which have bid on contracts during the fiscal

year, a summary on major policy manuals or important changes in contracting procedures;

(b) The Department shall provide the same summary of key policies to parties requesting applications for the DBE program;

(c) The Department shall provide semi-annual workshops for newly certified businesses to explain contracting and purchasing processes;

(d) The Department shall provide a summary of key DBE policies to user departments and persons responsible for contracting activities in the central office and districts;

(e) The Department shall provide technical and managerial aid in:

1. Reading plans and specifications;

2. Identifying jobs comparable to the DBE's work specialty;

3. Putting together the bid package;

4. Scheduling;

5. Computing take-off estimates; Marketing;

7. Setting up books to track revenues and expenses;

8. Interpreting financial statements;

9. Completing applications for loans or bonding.

(f) The Department shall provide to DBEs job listings and listings of the potential prime bidders;

(g) The Department shall hold pre-bid conferences at least six times a year in order to bring together DBEs, the Department and prime contractors.

(7) Federal Participation and Federal Appeal Rights. There shall be no federal participation or federal appeal rights as regards any part of the State DBE Program. Any reference to USDOT or federal participation or federal appeal rights elsewhere in Chapter 14-78 are inapplicable to this rule.

Specific Authority 334.044(2), 337.125(4), 337.137(3), 337.139, 339.0805 FS. Law Implemented 337.125, 337.137, 337.139, 339.0805 FS.

History--New 12-2-93.

14-78.005 Standards for Certification of DBEs.

(1) Pursuant to 49 C.F.R. Subtitle A, Subpart C Section 23.51(a), and Subpart D, Appendix A, to ensure that this rule chapter benefits only small business concerns which are at least 51 percent owned and controlled in both form and substance by one or more disadvantaged individuals, the Department shall certify firms who wish to participate as DBEs under this rule chapter.

(2) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.51(b), each business, including the DBE partner in a joint venture, wishing to participate as a DBE in Department contracts shall complete and submit a Schedule A -- Certification Form No. 1 -- Department of Transportation Form 275-030-01, Rev. 04/96.

Currently certified DBEs that have had no changes in the ownership, control or independence of the firm since last certified by the Department, must reapply for DBE certification annually by completing Schedule C -- Certification Form No. 3 -- Department of Transportation Form 275-030-03, Rev. 04/96. Each entity wishing to participate as a joint venture DBE in Department contracts shall, in addition, complete and submit a Schedule B -- Certification Form No. 2 -- Department of Transportation Form 275-030-02, Rev. 08/93. The schedule(s) shall be signed by the authorized representative of the business entity and notarized.

(3) A DBE firm or DBE applicant shall submit a new Schedule A or Schedule A and B in the event a significant change in the structure of a firm occurs; such as a change of ownership or incorporation of a non-incorporated firm. Also, a new schedule may

be required whenever the Department has reason to believe that a substantial change in the firm has occurred.

(4) Within 10 days of any change of address for the DBE firm, the Department shall be notified in writing.

(5) A DBE need not submit a new Schedule A and/or B solely because of any change in the officers or the name of a corporation, but such information shall be certified to the Department within 10 days of the effective date of the change.

(6) A firm seeking certification as a DBE shall cooperate fully with the Department representative assigned to conduct an on-site review of the applicant firm at the business location and/or a project site(s). The on-site review should be scheduled within 60 days of receipt of the initial application for DBE certification, receipt of additional information, or upon request by the Department. An on-site review may include but is not limited to any of the following:

(a) Interviews with owners, key officers, and managers;

(b) Visits to project or facility sites;

(c) Inspection of any statistical or documentary materials relevant to the applicant firm's performance or resources;

(d) Visits to offices of applicant firm.

(7) Pursuant to 49 C.F.R. Subtitle A, Subpart D, Section 23.62, a firm seeking certification and recertification as a DBE shall meet the following standards. A firm which does not fulfill all the Department's criteria for certification shall not be considered a Disadvantaged Business Enterprise.

(a) The firm must be a small business concern;

(b) The firm must be at least 51 percent owned by one or more disadvantaged individuals, or, in the case of a publicly owned business, at least 51 percent of the stock must be owned by one or more disadvantaged individuals; and the management and daily business operations must be controlled by one or more of the disadvantaged individuals who own the firm.

1. Members of the groups named in subsection 14-78.002(18), F.A.C., are presumed to be disadvantaged; however, this presumption is rebuttable and may be challenged pursuant to Rule 14-78.0071, F.A.C. Membership in those groups shall be established on the basis of the individual's claim that he or she is a member of one of those groups and is so regarded by that particular community. Pursuant to 49 C.F.R., Part 23, Subpart D, Appendix C, to be considered a member of one of these groups, the individual must have held himself or herself out to be a member, have acted as a member of that group, and be capable of being identified by persons in the population at large as belonging to the disadvantaged group. However, the Department is not required to accept this claim if it determines the claim invalid.

2. Individuals certified by the Small Business Administration, pursuant to Section 8(a) of the Small Business Act (15 U.S.C. 637), as socially and economically disadvantaged, shall be accepted into the DBE Program based upon their Section 8(a) certification provided they are able to meet all remaining criteria under this rule chapter. Hence, 8(a) firms shall still be required to apply to the DBE Program and participate fully in the certification process as all other applicants. On-site reviews to verify the small business status of 8(a) certified firms will not be required during the certification process. In the event the Department becomes aware of information that questions the social and economic status of the applicant, the Department reserves the right to conduct an on-site review. Certification concerns of the Department will be forwarded to the Small Business Administration along with the appropriate documentation and recommendation.

3. Pursuant to 49 C.F.R., Part 23, Subpart D, Appendix C, A., individuals who are not members of the presumed groups but wish to be certified as disadvantaged must meet the following criteria:

a. Elements of Social Disadvantage. In order to determine that an individual is socially disadvantaged, the Department must conclude that the individual meets the following standards:

(I) The individual's social disadvantage must stem from his or her color, national origin; gender, physical disability, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control. The individual cannot establish social disadvantage on the basis of factors which are common to small business persons who are not socially disadvantaged. For example, because of their marginal financial status, many small businesses have difficulty obtaining credit through normal banking channels. An individual predicating a social disadvantage claim on denial of bank credit to his or her firm would have to establish that the denial was based on one or more of the listed causes, or similar causes – not simply on the individual's or the firm's marginal financial status.

(II) The individual must demonstrate that he or she has personally suffered social disadvantage, not merely claim membership in a non-designated group which could be considered socially disadvantaged. This can be achieved, for example, by describing specific instances of discrimination which the individual has experienced, or by recounting in some detail how his or her development in the business world has been thwarted by one or more of the listed causes or similar causes. As a general rule, the more specific an explanation of how one has personally suffered social disadvantage, the more persuasive it will be. In assessing such facts, the Department should place substantial weight on prior administrative or judicial findings of discrimination experienced by the individual. Such findings, however, are not necessarily conclusive evidence of an individual's social disadvantage; nor are they a prerequisite for establishing social disadvantage.

(III) The individual's social disadvantage must be rooted in treatment which he or she has experienced in American society, not in other countries.

(IV) The individual's social disadvantage must be chronic, longstanding, and substantial, not fleeting or insignificant. Typically, a number of incidents illustrating a person's social disadvantage, occurring over a substantial period of time, would be necessary to make a successful claim. Usually, only by demonstrating a series of obstacles which have impeded one's progress in the business world can an individual demonstrate chronic, longstanding, and substantial social disadvantage.

(V) The individual's social disadvantage must have negatively affected his or her entry into, and/or advancement in, the business world. The closer the individual can link social disadvantage to impairment of business opportunities, the stronger the case. For example, the Department should place little weight on annoying incidents experienced by an individual which have had little or no impact on the person's career or business development. On the other hand, the Department should place greater weight on concrete occurrences which have tangibly disadvantaged an individual in the business world.

b. Evidence of Social Disadvantage. Any evidence relevant to the applicant's claim will be considered. In addition to a personal statement from the individual claiming to be socially disadvantaged, such evidence may include, but is not limited to:

third party statements; copies of administrative or judicial findings of discrimination; and other documentation in support of matters discussed in the personal statement. Special emphasis will be given to the areas of education, employment, and business history. However, the applicant may present evidence relating to other matters as well. Moreover, the attainment of a quality education or job should not absolutely disqualify the individual from being found socially disadvantaged if sufficient other evidence of social disadvantage is presented.

(I) Education. The Department shall consider, as evidence of an individual's social disadvantage: denial of equal access to business or professional schools; denial of equal access to curricula; exclusion from social and professional association with students and teachers; denial of educational honors; social patterns or pressures which have discouraged the individual from pursuing a professional or business education; and other similar factors.

(II) Employment. The Department shall consider, as evidence of an individual's social disadvantage, discrimination in hiring; discrimination in promotions and other aspects of professional advancement; discrimination in pay and fringe benefits; discrimination in other terms and conditions of employment; retaliatory behavior by an employer; social patterns or pressures which have channelled the individual into non-professional or non-business fields; and other similar factors.

(III) Business History. The Department shall consider, as evidence of an individual's social disadvantage, unequal access to credit or capital; acquisition of credit under unfavorable circumstances; discrimination in receipt (award and/or bid) of government contracts; discrimination by potential clients; exclusion from business or professional organizations; and other similar factors which have retarded the individual's business development.

c. Economic Disadvantage. Pursuant to 49 C.F.R., Part 23, Subpart D, Appendix C, A., the Department shall always make a determination of social disadvantage before proceeding to make a determination of economic disadvantage. If the Department determines that the individual is not socially disadvantaged, it is not necessary to make the economic disadvantage determination.

(I) Elements of Economic Disadvantage. The applicants must show that they are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same or similar line of business and competitive market area who are not socially disadvantaged.

(II) Evidence of Economic Disadvantage. In determining the degree of diminished credit and capital opportunities of a socially disadvantaged individual, consideration will be given to both the disadvantaged individual and the applicant concern with which he or she is affiliated. The test is not absolute deprivation, but rather disadvantage compared to business owners who are not socially disadvantaged individuals and firms owned by such individuals. Applicants must provide information about their economic situation when they seek eligibility as disadvantaged businesses. The Department shall attempt to become as knowledgeable as possible about the types of businesses with which the Department deals, so that the Department can make a reasonably informed comparison between an applicant firm and other firms in the same line of business. The Department is not required to make a detailed, point-by-point, accountant-like comparison of the businesses involved. The Department is expected to make a basic

judgment about whether the applicant firm and its socially disadvantaged owner(s) are in a more difficult economic situation than most firms (including established firms) and owners who are not socially disadvantaged.

(c) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(a)(2), Subpart D, Appendix A, to be certified under this rule chapter, a DBE shall be an independent business entity. In assessing business independence, the Department shall consider all relevant factors, including the date the firm was established, the adequacy of its resources, and the degree to which financial relationship, equipment leasing, and other business relationships with non-DBE firms which vary from industry practice.

1. The ownership and control exercised by disadvantaged individuals shall be real, substantial, and continuing, and shall go beyond mere pro forma ownership of the firm, as reflected in its ownership documents. Where the applicant business is found to be a family-operated business, and when the firm's duties, responsibilities and decision-making are occurring jointly and mutually among the owners and principals, or occurring severally or individually along managerial and operational lines between disadvantaged and non-disadvantaged owners, in such instances the disadvantaged owners shall not be considered as controlling the business.

2. The disadvantaged owners shall enjoy the customary incidence of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance rather than form of financial and managerial arrangements. The following factors will be considered in determining whether the disadvantaged owners share in the risks and profits commensurate with their ownership:

- a. The disadvantaged owners must demonstrate that they share income commensurate with the percentage of their ownership in the business concern, including but not limited to, salaries, draws, bonuses and profit-sharing, and other benefits.
- b. The disadvantaged owners must share in all the risks assumed by the business firm commensurate with their percentage of ownership, including but not limited to start-up costs, third-party agreements, bonding applications, and other liabilities. Start-up contributions may include but are not limited to space, cash, equipment, real estate, inventory or services estimated at fair market value.

(d) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(a)(5), for purposes of establishing a corporation as a certified DBE under this rule chapter, all securities which constitute ownership or control by disadvantaged individuals shall be held directly by socially and economically disadvantaged individuals. No securities held in trust for a minor, or by any guardian for a minor, shall be considered as held by disadvantaged individuals in determining the ownership or control of a corporation.

(e) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(a)(3), to be certified under this rule chapter, the DBE shall be one in which the disadvantaged owner shall also possess the power to direct or cause the direction of the management, policies, and operations of the firm and to make day-to-day as well as major business decisions concerning the firm's management, policy, and operation.

1. The discretion of the disadvantaged owners shall not be subject to any formal or informal restrictions (including, but not limited to, franchise agreements, bylaw provisions, partnership agreements, trust agreements or charter requirements for

cumulative voting rights or otherwise) which would vary managerial discretion customary in the industry, or that would prevent the disadvantaged owners, without the cooperation or vote of a non-disadvantaged owner, from making a business decision for the firm. Pursuant to 49 C.F.R. Subtitle A, Subpart D, Appendix A to Section 23.62, the disadvantaged owner must control the operations of the business. Absentee ownership, or titular ownership by a disadvantaged individual who does not take an active role in controlling the business is not consistent with eligibility as DBE under this rule chapter.

2. In assessing the power of the disadvantaged owner to direct or cause the direction of the firm, the Department will look past stock ownership and consider the minority applicant's ownership interest, knowledge of the particular business, background, involvement in the business on a day-to-day basis, expertise, involvement by the non-disadvantaged owners, employees or non-employees, other full or part-time employment by the minority applicant and the size of the applicant's business.

3. In further determining whether the disadvantaged owners also possess the power to direct or cause the direction of the management, policies and operations of the firm and have the requisite decision-making authority, the Department may look to the control lodged in the owners who are not socially and economically disadvantaged individuals. Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(a)(4), if the owners of the firm who are not disadvantaged individuals are disproportionately responsible for the operation of the firm then the firm, for purposes of this rule chapter, is not controlled by disadvantaged individuals and shall not be considered a DBE within the meaning of this rule chapter. Where the actual management of the firm is contracted out to individuals other than the owner(s), those persons who have the ultimate power to hire and fire the managers can be considered as controlling the business for the purposes of this rule chapter, provided the contract does not affect the applicant's ability to qualify under the other criteria of the rule.

4. The disadvantaged owners shall have managerial and technical expertise in the form of knowledge, training, education and/or experience required to make decisions in the critical areas of operation. The level of expertise required must be such that the disadvantaged owners possess the specialized knowledge, attributes, and skills necessary to critically evaluate and independently utilize information supplied to the disadvantaged owner by its subordinates. Administrative and managerial expertise will not suffice as a substitute for technical expertise. In determining the applicant's eligibility, the Department will review the prior employment and educational backgrounds of the disadvantaged owners, the professional skills, training and/or licenses required for the given industry, the previous and existing managerial relationship between and among all owners, especially those who are familially related, and the timing and purpose of management changes.

5. For those disadvantaged owner(s) requiring professional licensing (e.g., public accounting, law, engineering, etc.), the Department must determine that the small business concern holds the requisite licensing, and all licensing must comply with applicable state law.

(f) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(a)(6), to be certified under this rule chapter, the DBE shall be one in which the contributions of capital or expertise are real and substantial.

1. In order for expertise to be utilized to substantiate stock ownership, the applicant must be able to calculate and verify the dollar value of such expertise and establish that the dollar value correlates to the value of the interest acquired; and establish that such expertise was actually contributed.

2. Contributions of capital may be considered in the form of payment for stock, conversion of liabilities or contributions of cash or other assets. For the purposes of the DBE program these sources of capital contributions are considered investments in the business and as such cannot be considered loaned to the company.

3. Contributions of capital and expertise documentation shall include but are not limited to transfer titles of equipment and property, checks, financial statements, partnership agreements, corporate organization minutes, educational documentation, professional licenses or work experience in the administrative and technical areas of the business.

4. Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(a)(6), examples of insufficient contributions include, but are not limited to, a promise to contribute capital, a note payable to the firm or its owners who are not disadvantaged individuals, or the mere participation as an employee, rather than as a manager.

(g) Disadvantaged owners seeking certification as a supplier of products which are required for DBE contracts, must be a regular dealer as defined in Rule 14-78.002, F.A.C.

(h) In order to qualify for the DBE program, trucking companies must own or lease at least one truck which is not owner operated, and which is utilized in the day-to-day critical areas of the business. All qualifying trucking companies must also comply with sub-subparagraph 14-78.003(2)(b)3.i., F.A.C.

(i) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(b), in addition to the above standards, the Department shall give special consideration to the following circumstances:

1. Newly formed firms and firms whose ownership or control has changed shall be closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.

2. A previous and/or continuing employer-employee relationship between or among present owners shall be carefully reviewed to ensure that the employee-owner has sufficient management responsibilities and capabilities.

3. Any relationship between an applicant and a non-DBE which has an interest in the enterprise seeking certification shall be carefully reviewed to determine if the interest of the non-DBE conflicts with the ownership and control requirements of this rule chapter.

(8) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(c), a joint venture is eligible under this rule chapter if the DBE partner of the joint venture is a certified DBE and if the DBE partner in the joint venture is responsible for a clearly defined portion of the work to be performed and shares in the ownership, control, management responsibilities, risks, and profits of the joint venture.

(9) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(d), a joint venture is eligible to compete in an DBE set-aside under this section if the DBE partner of the joint venture meets the standards of an eligible DBE set forth above, and the DBE partner's share in the ownership, control, and management responsibilities, risks, and profits of the joint venture is at least 51 percent and the DBE partner is responsible for a clearly defined portion of the work to be performed.

(10) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(e), a business wishing to be certified as an DBE or joint venture DBE by the Department shall cooperate with the Department in supplying additional information which may be requested

in order to make a determination.

(11) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(f), once certified, a DBE shall update its submission annually by submitting a new Schedule A or Schedule C as specified in subsections 14-78.005(2) and (3), F.A.C. At any time there is a change in ownership or control of the firm, the DBE shall submit a new Schedule A within 10 days of the date of the change.

(12) Pursuant to 49 C.F.R. Subtitle A, Subpart C, Section 23.53(h), the Department shall safeguard from disclosure to unauthorized persons information that reasonably may be regarded as confidential business information, consistent with Federal, state and local law.

(13) Decision-making rationale as well as specific U.S. Department of Transportation denials will be considered by the Department in its certification and recertification process.

(14) DBEs certified by the Department shall, for a minimum of five years, maintain and make available to the Department, upon request, the following records:

(a) A copy of all contractors' initial solicitation of quotations for contracts to be let by the Department and any subsequent communications regarding such solicitations.

(b) A copy of all quotations or other correspondence submitted to contractors by DBEs for contracts to be let by the Department.

(c) Copies of DBE payment certification as required by contract specifications for each Department project in which the DBE work is counted toward the DBE goal.

(d) Copies of all other correspondence or written documents involving the Department and DBE firm.

(e) A copy of all documentation to confirm DBE participation which is counted toward the DBE goal by the prime contractor.

Specific Authority 334.044(2), 337.125(4), 337.137(3), 339.0805(1) FS. Law Implemented 337.125, 337.137, 339.05, 339.0805 FS.

History—New

12-9-81, Amended 5-23-84, Formerly 14-78.05, Amended 9-21-87, 5-4-88, 6-24-91, 12-2-93, 4-30-96.

14-78.007 Procedure for Certification.

(1) All firms, including the DBE partner in a joint venture, shall complete and submit a Schedule A or Schedule C as specified in subsection 14-78.005(2) and (3), F.A.C. Firms wishing to participate as a joint venture shall in addition complete and submit a Schedule B. The schedule(s) shall be signed by the authorized representative of the business entity, notarized, and filed with the Equal Opportunity Office, 605 Suwannee Street, Mail Station 65, Tallahassee, Florida 32399-4050. The schedule(s) cannot be notarized by an owner or officer of the applicant business. A firm certified by the Small Business Administration shall in addition submit a copy of the letter approving the firm's participation in the Small Business Administration Section 8(a) program.

(2) The following procedures shall be applicable to any application for certification as a DBE:

(a) Within 30 days after receipt of an application for certification as a DBE, the Department shall examine the application, notify the applicant of any apparent errors or omissions, and request any additional information the Department is permitted by

law to require. In order for the additional information to be considered, the DBE shall return the requested information to the Department within 30 days after receipt of the request. If the additional information is not received within 30 days, the Department will process the application with the information as provided unless the applicant has requested and received an extension in writing.

(b) The Department shall approve or deny every application for certification as a DBE within 90 days after receipt of the original application or receipt of the timely requested additional information or correction of errors or omissions. For new certifications and recertifications, the 90-day processing period will begin upon receipt of the application or timely receipt of the timely requested additional information or correction of errors or omissions.

(c) The Department may make such inquiries and investigations as deemed necessary to comply with 49 C.F.R. Part 23 and may conduct an on-site review to verify and evaluate the information provided by the applicant. The DBE must be available for an on-site review as required by 49 C.F.R. 23.45(3) within 60 days of receipt of the application for DBE certification or receipt of requested additional information. Failure to be available for on-site review shall be grounds for denial of certification.

(d) The 90-day period shall be tolled by the initiation of a proceeding under Section 120.57, Florida Statutes, and shall resume 10 days after the recommended order is submitted to the Department and the parties.

(3) The Department shall certify a disadvantaged business enterprise, which certification shall be valid for 12 months. The Department's application for certification for a disadvantaged business enterprise shall require sufficient information to determine eligibility as a small business concern owned and controlled by a disadvantaged individual. An applicant who is denied certification may not reapply within six months after issuance of the denial letter or the final order, whichever is later. The application and financial information are confidential and exempt from Section 119.07(1), Florida Statutes. This exemption from Section 119.07(1), Florida Statutes, is subject to the Open Government Sunset Review Act in accordance with Section 119.14, Florida Statutes.

(4) Certification is conditioned upon continued eligibility. In order to avoid a break in certification, at least 90 days prior to the expiration of its certification, a DBE shall submit a new Schedule A or Schedule C as specified in subsections 14-78.005(2) and (3), F.A.C., and if a joint venture, a new Schedule A and a new Schedule B. If the DBE has applied for recertification at least 90 days prior to the expiration of its existing certification and the Department has requested additional information as specified in paragraph 14-78.007(2)(a), F.A.C., the DBE will remain in the DBE directory during the pendency of the recertification process or any timely filed appeal action. If the DBE did not apply for recertification at least 90 days prior to the expiration of its existing certification and a decision has not been made by the Department prior to the certification expiration date, then the DBE will be removed from the DBE directory upon expiration.

(5) If at any time there is a change in address, ownership, or control of the firm, the DBE shall, within 10 days following the change, notify the Equal Opportunity Office as specified in subsections 14-78.005(3), (4), and (5), F.A.C.

(6) The Department is required to provide written notice its intent to certify or deny the firm. If the Department intends to deny

an application for certification as a DBE, the Department shall provide, by certified mail, return receipt requested, or by personal delivery to the office of the applicant, notice of the facts which warrant such action. A mailed notice shall constitute full and complete notice even if the mail is returned as refused or unclaimed by the applicant provided the Department mails such notice to the last known address as provided by the applicant in writing.

(a) The written notice of denial of an application for certification shall contain:

1. The particular facts or basis for denial of the application.
2. A statement that the applicant has the right to an administrative hearing pursuant to Section 120.57, Florida Statutes.
3. A statement that the denial shall become conclusive and final agency action if no request for a hearing is filed within 15 days of receipt of the notice of denial.

(b) All requests for hearing shall be made in writing and shall be filed with the Clerk of Agency Proceedings, 605 Suwannee Street, MS 58, Haydon Burns Building, Tallahassee, Florida 32399-0458, within 15 days of receipt of the notice of denial of the application and shall include:

1. The name and address of the party making the request;
2. A statement that the party is requesting a formal proceeding pursuant to Section 120.57(1), Florida Statutes, or an informal proceeding pursuant to Section 120.57(2), Florida Statutes; and
3. A reference to the notice of denial of the application.

(c) If the applicant fails to file a request for a hearing within 15 days after receipt of the notice of denial of the application, the denial shall become conclusive and final agency action.

(d) Where the notice is refused or unclaimed, the 15 days will begin to run as of the last date of attempted contact by the delivery agent.

Specific Authority 334.044(2), 339.0805(1) FS. Law Implemented 120.57, 120.60, 334.044(2), 339.05, 339.0805 FS. History—New 12-9-81, Amended 5-23-84, Formerly 14-78.07, Amended 9-21-87, 5-4-88, 6-24-91, 12-2-93, 4-30-96.

14-78.0071 Challenge Procedure.

(1) Pursuant to 49 C.F.R. Subtitle A, Subpart D, Section 23.69, any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) who is a member of one of the presumptive groups listed in subsection 14-78.002(18), F.A.C., if that individual is an owner of a firm certified by or seeking certification from the Department as a disadvantaged business.

(a) The challenge shall be made in writing to the Department and shall be filed with the Clerk of Agency proceedings and shall include:

1. The name and address of the party making the challenge;
2. The name of the person being challenged;
3. All information available to the challenging third party relevant to a determination of whether the challenged party is in fact disadvantaged.

(b) The Department shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not disadvantaged.

1. If the Department determines that there is not reason to believe that the challenged party is not disadvantaged, the Department shall so inform the challenging party in writing. This terminates the proceeding.

2. If the Department determines that there is reason to believe that the challenged party is not disadvantaged, the Department shall begin proceedings as provided in subsections (c), (d), and (e) of this section.

(c) The Department shall notify the challenged party in writing by certified mail, return receipt requested, or personal delivery to the office of the challenged party, that his or her status as a disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the Department, within 15 days of receipt of the notice, information sufficient to permit the Department to evaluate his or her status as a disadvantaged individual.

(d) The Department shall evaluate the information available to it and make a proposed determination of the disadvantaged status of the challenged party. The Department shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The Department shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.

(e) Following the informal hearing, the Department shall make a final determination. The Department shall inform the parties in writing of the final determination, setting forth the reasons for its decision.

(f) In making the determinations called for in subsections (b), (d) and (e) of this section, the Department shall use the standards set forth in Rule 14-78.005, F.A.C., of this rule chapter.

(g) During the pendency of a challenge under this section, the presumption that the challenged party is a disadvantaged individual shall remain in effect.

(h) The final determination of the Department under sub-subparagraphs (1)(a)2.a. and (1)(a)5. may be appealed to the U.S. Department of Transportation by the adversely affected party to the proceeding under the procedures of 49 C.F.R. Subtitle A, Section 23.55.

(2) The Department shall initiate a challenge against any applicant's status or certified DBE if it obtains credible information which questions the disadvantaged status of the applicant.

(a) If the Department challenges the socially and economically disadvantaged status of an applicant, it will issue an intent to deny certification pursuant to subsection 14-78.007(6), F.A.C.

(b) If the Department challenges the socially and economically disadvantaged status of a currently certified DBE, the Department shall revoke certification under the procedures specified in subsections 14-78.008(2), (3), and (4), F.A.C.

Specific Authority 120.53(1)(b), 334.044(2), 339.0805(1) FS. Law Implemented 120.57, 120.60, 334.044(2), 339.05, 339.0805 FS. History—New

6-24-91, Amended 12-2-93.

14-78.008 Suspension or Revocation.

(1) The Department may suspend, for a specified period of time, or revoke the Department's certification of DBE status if it finds:

(a) The DBE no longer meets the certification standards set forth in Rule 14-78.005, F.A.C.

(b) The DBE willfully made a false, deceptive, or fraudulent statement in its application for certification or in any other information submitted to the Department.

(c) The DBE fails to maintain the records required by subsections 14-78.005(5) and (14), F.A.C.

- (d) The DBE fails to perform a commercially useful function on projects for which the DBE is utilized to satisfy contract goals.
- (e) The DBE fails to fulfill its contractual obligations with contractors.
- (f) The DBE fails to respond to any requests for bid quotations from contractors for three consecutive lettings. For purposes of this provision a statement of noninterest or a bid quotation will be considered a response.
- (g) The DBE subordinates more than 49 percent of the amount of any single subcontract which was used by the prime contractor to meet the contract DBE goals. The Department shall revoke for a period of one year, the DBE certification of any DBE firm found to be in violation of this subsection. Subcontract work performed by a firm which is an affiliate of the DBE firm is considered subordination.
- (h) The DBE fails to provide notarized certification of payments received on specific projects to the prime contractor as required by contract specifications.
- (i) The DBE fails to schedule an on-site review upon request by the Department.
- (j) The DBE becomes insolvent or is the subject of a bankruptcy proceeding.
- (k) It has been determined per Rule 14-78.0071, F.A.C., that the challenged party is not disadvantaged.
- (2) The Department shall revoke the certification of a disadvantaged business enterprise upon receipt of notification of any change in ownership which results in the disadvantaged individual or individuals used to qualify the business as a disadvantaged business enterprise, no longer owning at least 51 percent of the business enterprise. Such notification shall be made to the Department by certified mail within 10 days after the change in ownership and such business shall be removed from the certified disadvantaged business list until a new application is submitted and approved by the Department. Failure to notify the Department of the change in the ownership which qualifies the business as a disadvantaged business enterprise will result in revocation of certification, and subject the business to the provisions of Section 337.135, Florida Statutes.
- (3) With the exception of a change in the qualifying 51% minority ownership, prior to suspending or revoking certification as a DBE, the Department shall inform the DBE in writing by certified mail, return receipt requested, or personal delivery to the office of the DBE, of the following:
- (a) The statutory provision(s) or rule(s) of the Florida Administrative Code which is alleged to have been violated.
- (b) The specific facts or conduct relied upon to justify the revocation or suspension.
- (c) A statement that the DBE has the right to file a request for an administrative hearing pursuant to Section 120.57, Florida Statutes, within 15 days of receipt of the notice of revocation or suspension.
- (d) A statement that the suspension or revocation shall become conclusive and final agency action if no request for a hearing is filed within 15 days of receipt of the notice of revocation or suspension of certification.
- (4) All requests for a hearing shall be made in writing and shall be filed with the Clerk of Agency Proceedings within 15 days of receipt of the notice of suspension or revocation of certification. The request shall include:
- (a) The name and address of the DBE making the request;

- (b) A statement that the DBE is requesting a formal proceeding pursuant to Section 120.57(1), Florida Statutes, or an informal proceeding, pursuant to Section 120.57(2), Florida Statutes; and
- (c) A reference to the notice of revocation or suspension of certification received from the Department and a statement of the specific grounds on which the proposed action is being challenged.
- (5) If the DBE fails to file a request for a hearing within 15 days after receipt of the notice of revocation or suspension of certification, the suspension or revocation shall become conclusive and final agency action.
- Specific Authority 334.044(2), 337.137(3), 339.0805(2) FS. Law Implemented 120.57, 334.044(2) 337.137, 339.05, 339.0805 FS. History—New 12-9-81, Amended 5-23-84, Formerly 14-78.08, Amended 9-21-87, 5-4-88, 6-24-91, 12-2-93.*

14-78.0081 Federal Appeal Rights.

In addition to the other remedies provided in this rule chapter, any person adversely affected by any action taken by the Department may exercise the appeal rights granted in 49 C.F.R. Part 23, Section 23.55 and Subpart D, Appendix A.

Specific Authority 334.044(2), 339.0805(1) FS. Law Implemented 339.05, 339.0805 FS. History—New 5-23-84, Formerly 14-78.081, Amended 9-21-87, 12-2-93.

14-78.009 Forms.

The following forms are incorporated by reference into this rule chapter and shall be used by firms when applying for certification as a DBE:

- (1) Schedule A – Certification Form No. 1 – Department of Transportation Form 275-030-01, Rev. 04/96.
 - (2) Schedule B – Certification Form No. 2 – Department of Transportation Form 275-030-02, Rev. 08/93.
 - (3) Schedule C – Certification Form No. 3 – Department of Transportation Form 275-030-03, Rev. 04/96.
 - (4) Disadvantaged Business Enterprise (DBE) Utilization Summary Form, Department of Transportation Form 275-020-003, Rev. 10/95.
 - (5) Disadvantaged Business Enterprise (DBE) Utilization Form, Department of Transportation Form 275-020-004, Rev. 10/95.
- Copies of these forms may be obtained by contacting the Liaison Officer, Equal Opportunity Office, 605 Suwannee Street, Mail Station 65, Tallahassee, Florida 32399-4050, (850) 414-4747.
- Specific Authority 334.044(2), 339.0805(1), (2) FS. Law Implemented 334.044(2), 339.05, 339.0805 FS. History—New 12-9-81, Amended 5-23-84, Formerly 14-78.09, Amended 9-21-87, 5-4-88, 6-24-91, 12-2-93, 4-30-96.*

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

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stated in the plans or special provisions. Federal participation will be limited to (1) the cost of the material to the State transportation department or other public agency; or (2) the fair and reasonable value of the material, whichever is less. Special cases may arise that will justify Federal participation on a basis other than that set forth above. Such cases should be fully documented and receive advance approval by the FHWA Division Administrator.

(f) Costs incurred by the State transportation department or other public agency for acquiring a designated source or the right to take materials from it will not be eligible for Federal participation if the source is not used by the contractor.

(g) The contract provisions for one or a combination of Federal-aid projects shall not specify a mandatory site for the disposal of surplus excavated materials unless there is a finding by the State transportation department with the concurrence of the FHWA Division Administrator that such placement is the most economical except that the designation of a mandatory site may be permitted based on environmental considerations, provided the environment would be substantially enhanced without excessive cost.

§ 635.409 Restrictions upon materials.

No requirement shall be imposed and no procedure shall be enforced by any State transportation department in connection with a project which may operate:

(a) To require the use of or provide a price differential in favor of articles or materials produced within the State, or otherwise to prohibit, restrict or discriminate against the use of articles or materials shipped from or prepared, made or produced in any State, territory or possession of the United States; or

(b) To prohibit, restrict or otherwise discriminate against the use of articles or materials of foreign origin to any greater extent than is permissible under policies of the Department of Transportation as evidenced by requirements and procedures prescribed by the FHWA Administrator to carry out such policies.

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§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that

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shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the FEDERAL REGISTER for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

§ 635.411 Material or product selection.

(a) Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

(1) Such patented or proprietary item is purchased or obtained through competitive bidding with equally suitable unpatented items; or

(2) The State transportation department certifies either that such patented or proprietary item is essential for synchronization with existing highway facilities, or that no equally suitable alternate exists; or

(3) Such patented or proprietary item is used for research or for a distinctive type of construction on relatively short sections of road for experimental purposes.

(b) When there is available for purchase more than one nonpatented, nonproprietary material, semifinished or finished article or product that will fulfill the requirements for an item of work of a project and these available materials or products are judged to be of satisfactory quality and equally acceptable on the basis of engineering analysis and the anticipated prices for the related item(s) of work are estimated to be approximately the same, the PS&E for the project shall either contain or include by reference the specifications for each such material or product that is considered acceptable for incorporation in the work. If the State transportation department wishes to substitute some other acceptable material or product for the material or product designated by the successful bidder or bid as the lowest alternate, and such substitution results in an increase in costs, there will not be Federal-aid participation in any increase in costs.

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(c) A State transportation department may require a specific material or product when there are other acceptable materials and products, when such specific choice is approved by the Division Administrator as being in the public interest. When the Division Administrator's approval is not obtained, the item will be nonparticipating unless bidding procedures are used that establish the unit price of each acceptable alternative. In this case Federal-aid participation will be based on the lowest price so established.

(d) Reference in specifications and on plans to single trade name materials will not be approved on Federal-aid contracts.

(e) In the case of a design-build project, the following requirements apply: Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the Request for Proposals document unless the conditions of paragraph (a) of this section are applicable.

(f) State transportation departments (State DOTs) shall have the autonomy to determine culvert and storm sewer material types to be included in the construction of a project on a Federal-aid highway.

[41 FR 36204, Aug. 27, 1976, as amended at 67 FR 75926, Dec. 10, 2002; 71 FR 66454, Nov. 15, 2006; 78 FR 5717, Jan. 28, 2013]

§ 635.413 Guaranty and warranty clauses.

The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

(a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.

(b) All warranty requirements and subsequent revisions shall be submitted to the Division Administrator for advance approval.

(c) No warranty requirement shall be approved which, in the judgment of the Division Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.

(d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.

(e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.

(1) General project warranties may be used on NHS projects, provided:

(i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.

(ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

§ 635.417 Convict produced materials.

(a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

(1) Produced by convicts who are on parole, supervised release, or probation from a prison or

(2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.

(b) *Qualified prison facility* means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

[53 FR 1923, Jan. 25, 1988, as amended at 58 FR 38975, July 21, 1993]

PART 636—DESIGN-BUILD CONTRACTING

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filed by the complainant within 90 days of receipt from the Department of the letter required by §28.170(g). The Department may extend this time for good cause.

(i) Timely appeals shall be accepted and processed by the Assistant Secretary for Transportation Policy. The appeal will not be heard by the same person who made the initial determination on the request. The decision on the appeal shall constitute the Department's final action in the matter.

(j) The Department shall notify the complainant of the results of the appeal within 60 days of the receipt of the request. If the Department determines that it needs additional information from the complainant, it shall have 60 days from the date it receives the additional information to make its determination on the appeal.

(k) The time limits cited in paragraphs (g) and (j) of this section may be assisted with the permission of the Assistant Attorney General.

(l) The Department may delegate its authority for conducting complaint investigations to other Federal agencies, except that the authority for making the final determination may not be delegated to another agency.

[56 FR 37296, Aug. 6, 1991, as amended at 59 FR 10061, Mar. 3, 1994]

§§ 28.171–28.999 [Reserved]

PART 29—GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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- 29.945 Excluded or exclusion.
- 29.950 Excluded Parties List System.
- 29.955 Indictment.
- 29.960 Ineligible or ineligibility.
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- 29.975 Notice.
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- 29.1010 Suspending official.
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- 29.1020 Voluntary exclusion or voluntarily excluded.

Subpart J [Reserved]

APPENDIX TO PART 29—COVERED TRANSACTIONS

AUTHORITY: Sec. 2455, Pub. L. 103-355, 108 Stat. 3327 (31 U.S.C. 6101 note); E.O. 11738 (3 CFR, 1973 Comp., p. 799); E.O. 12549 (3 CFR, 1986 Comp., p. 189); E.O. 12689 (3 CFR, 1989 Comp., p. 235).

SOURCE: 68 FR 66644 and 66645, Nov. 26, 2003, unless otherwise noted.

Subpart I—Definitions

- 29.900 Adequate evidence.
- 29.905 Affiliate.
- 29.910 Agency.
- 29.915 Agent or representative.
- 29.920 Civil judgment.
- 29.925 Conviction.
- 29.930 Debarment.
- 29.935 Debarring official.
- 29.940 Disqualified.

§ 29.25 How is this part organized?

(a) This part is subdivided into ten subparts. Each subpart contains information related to a broad topic or specific audience with special responsibilities, as shown in the following table:

In subpart . . .	You will find provisions related to . . .
A	general information about this rule.
B	the types of DOT transactions that are covered by the Governmentwide nonprocurement suspension and debarment system.
C	the responsibilities of persons who participate in covered transactions.
D	the responsibilities of DOT officials who are authorized to enter into covered transactions.
E	the responsibilities of Federal agencies for the <i>Excluded Parties List System</i> (Disseminated by the General Services Administration).
F	the general principles governing suspension, debarment, voluntary exclusion and settlement.
G	suspension actions.
H	debarment actions.
I	definitions of terms used in this part.
J	[Reserved]

(b) The following table shows which subparts may be of special interest to you, depending on who you are:

If you are . . .	See subpart(s) . . .
(1) a participant or principal in a non-procurement transaction.	A, B, C, and I.
(2) a respondent in a suspension action	A, B, F, G and I.
(3) a respondent in a debarment action	A, B, F, H and I.
(4) a suspending official	A, B, D, E, F, G and I.

If you are . . .	See subpart(s) . . .
(5) a debarring official	A, B, D, E, F, H and I.
(6) a (n) DOT official authorized to enter into a covered transaction.	A, B, D, E and I.
(7) Reserved	J.

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§ 29.50 How is this part written?

(a) This part uses a “plain language” format to make it easier for the general public and business community to use. The section headings and text, often in the form of questions and answers, must be read together.

(b) Pronouns used within this part, such as “I” and “you,” change from subpart to subpart depending on the audience being addressed. The pronoun “we” always is the Department of Transportation.

(c) The “Covered Transactions” diagram in the appendix to this part shows the levels or “tiers” at which the Department of Transportation enforces an exclusion under this part.

§ 29.75 Do terms in this part have special meanings?

This part uses terms throughout the text that have special meaning. Those terms are defined in Subpart I of this part. For example, three important terms are—

(a) *Exclusion or excluded*, which refers only to discretionary actions taken by a suspending or debarring official under this part or the Federal Acquisition Regulation (48 CFR part 9, subpart 9.4);

(b) *Disqualification or disqualified*, which refers to prohibitions under specific statutes, executive orders (other than Executive Order 12549 and Executive Order 12689), or other authorities. Disqualifications frequently are not subject to the discretion of an agency official, may have a different scope than exclusions, or have special conditions that apply to the disqualification; and

(c) *Ineligibility or ineligible*, which generally refers to a person who is either excluded or disqualified.

Subpart A—General

§ 29.100 What does this part do?

This part adopts a governmentwide system of debarment and suspension for DOT nonprocurement activities. It also provides for reciprocal exclusion of persons who have been excluded under the Federal Acquisition Regulation, and provides for the consolidated listing of all persons who are excluded,

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or disqualified by statute, executive order, or other legal authority. This part satisfies the requirements in section 3 of Executive Order 12549, “Debarment and Suspension” (3 CFR 1986 Comp., p. 189), Executive Order 12689, “Debarment and Suspension” (3 CFR 1989 Comp., p. 235) and 31 U.S.C. 6101 note (Section 2455, Public Law 103–355, 108 Stat. 3327).

§ 29.105 Does this part apply to me?

Portions of this part (see table at § 29.25(b)) apply to you if you are a(n)—

(a) Person who has been, is, or may reasonably be expected to be, a participant or principal in a covered transaction;

(b) Respondent (a person against whom the Department of Transportation has initiated a debarment or suspension action);

(c) DOT debarring or suspending official; or

(d) DOT official who is authorized to enter into covered transactions with non-Federal parties.

§ 29.110 What is the purpose of the nonprocurement debarment and suspension system?

(a) To protect the public interest, the Federal Government ensures the integrity of Federal programs by conducting business only with responsible persons.

(b) A Federal agency uses the nonprocurement debarment and suspension system to exclude from Federal programs persons who are not presently responsible.

(c) An exclusion is a serious action that a Federal agency may take only to protect the public interest. A Federal agency may not exclude a person or commodity for the purposes of punishment.

§ 29.115 How does an exclusion restrict a person’s involvement in covered transactions?

With the exceptions stated in §§ 29.120, 29.315, and 29.420, a person who is excluded by the Department of Transportation or any other Federal agency may not:

(a) Be a participant in a(n) DOT transaction that is a covered transaction under subpart B of this part;

(b) Be a participant in a transaction of any other Federal agency that is a covered transaction under that agency's regulation for debarment and suspension; or

(c) Act as a principal of a person participating in one of those covered transactions.

§ 29.120 May we grant an exception to let an excluded person participate in a covered transaction?

(a) The debarring or suspending official may grant an exception permitting an excluded person to participate in a particular covered transaction. If the debarring or suspending official grants an exception, the exception must be in writing and state the reason(s) for deviating from the governmentwide policy in Executive Order 12549.

(b) An exception granted by one agency for an excluded person does not extend to the covered transactions of another agency.

(c) A debarring or suspending official may grant exceptions and make written determinations under this section.

§ 29.125 Does an exclusion under the nonprocurement system affect a person's eligibility for Federal procurement contracts?

If any Federal agency excludes a person under its nonprocurement common rule on or after August 25, 1995, the excluded person is also ineligible to participate in Federal procurement transactions under the FAR. Therefore, an exclusion under this part has reciprocal effect in Federal procurement transactions.

§ 29.130 Does exclusion under the Federal procurement system affect a person's eligibility to participate in nonprocurement transactions?

If any Federal agency excludes a person under the FAR on or after August 25, 1995, the excluded person is also ineligible to participate in nonprocurement covered transactions under this part. Therefore, an exclusion under the FAR has reciprocal effect in Federal nonprocurement transactions.

§ 29.135 May the Department of Transportation exclude a person who is not currently participating in a nonprocurement transaction?

Given a cause that justifies an exclusion under this part, we may exclude any person who has been involved, is currently involved, or may reasonably be expected to be involved in a covered transaction.

§ 29.140 How do I know if a person is excluded?

Check the *Excluded Parties List System (EPLS)* to determine whether a person is excluded. The General Services Administration (GSA) maintains the *EPLS* and makes it available, as detailed in subpart E of this part. When a Federal agency takes an action to exclude a person under the nonprocurement or procurement debarment and suspension system, the agency enters the information about the excluded person into the *EPLS*.

§ 29.145 Does this part address persons who are disqualified, as well as those who are excluded from nonprocurement transactions?

Except if provided for in Subpart J of this part, this part—

(a) Addresses disqualified persons only to—

(1) Provide for their inclusion in the *EPLS*; and

(2) State responsibilities of Federal agencies and participants to check for disqualified persons before entering into covered transactions.

(b) Does not specify the—

(1) DOT transactions for which a disqualified person is ineligible. Those transactions vary on a case-by-case basis, because they depend on the language of the specific statute, Executive order, or regulation that caused the disqualification;

(2) Entities to which the disqualification applies; or

(3) Process that the agency uses to disqualify a person. Unlike exclusion, disqualification is frequently not a discretionary action that a Federal agency takes.

Subpart B—Covered Transactions

§ 29.200 What is a covered transaction?

A covered transaction is a non-procurement or procurement transaction that is subject to the prohibitions of this part. It may be a transaction at—

- (a) The primary tier, between a Federal agency and a person (see appendix to this part); or
- (b) A lower tier, between a participant in a covered transaction and another person.

§ 29.205 Why is it important if a particular transaction is a covered transaction?

The importance of a covered transaction depends upon who you are.

(a) As a participant in the transaction, you have the responsibilities laid out in Subpart C of this part. Those include responsibilities to the person or Federal agency at the next higher tier from whom you received the transaction, if any. They also include responsibilities if you subsequently enter into other covered transactions with persons at the next lower tier.

(b) As a Federal official who enters into a primary tier transaction, you have the responsibilities laid out in subpart D of this part.

(c) As an excluded person, you may not be a participant or principal in the transaction unless—

(1) The person who entered into the transaction with you allows you to continue your involvement in a transaction that predates your exclusion, as permitted under § 29.310 or § 29.415; or

(2) A(n) DOT official obtains an exception from the debarring or suspending official to allow you to be involved in the transaction, as permitted under § 29.120.

§ 29.210 Which nonprocurement transactions are covered transactions?

All nonprocurement transactions, as defined in § 29.970, are covered transactions unless listed in § 29.215. (See appendix to this part.)

§ 29.215 Which nonprocurement transactions are not covered transactions?

The following types of nonprocurement transactions are not covered transactions:

- (a) A direct award to—
 - (1) A foreign government or foreign governmental entity;
 - (2) A public international organization;
 - (3) An entity owned (in whole or in part) or controlled by a foreign government; or
 - (4) Any other entity consisting wholly or partially of one or more foreign governments or foreign governmental entities.

(b) A benefit to an individual as a personal entitlement without regard to the individual's present responsibility (but benefits received in an individual's business capacity are not excepted). For example, if a person receives social security benefits under the Supplemental Security Income provisions of the Social Security Act, 42 U.S.C. 1301 et seq., those benefits are not covered transactions and, therefore, are not affected if the person is excluded.

(c) Federal employment.

(d) A transaction that the Department of Transportation needs to respond to a national or agency-recognized emergency or disaster.

(e) A permit, license, certificate, or similar instrument issued as a means to regulate public health, safety, or the environment, unless the Department of Transportation specifically designates it to be a covered transaction.

(f) An incidental benefit that results from ordinary governmental operations.

(g) Any other transaction if the application of an exclusion to the transaction is prohibited by law.

§ 29.220 Are any procurement contracts included as covered transactions?

(a) Covered transactions under this part—

(1) Do not include any procurement contracts awarded directly by a Federal agency; but

(2) Do include some procurement contracts awarded by non-Federal participants in nonprocurement covered

transactions (see appendix to this part).

(b) Specifically, a contract for goods or services is a covered transaction if any of the following applies:

(1) The contract is awarded by a participant in a nonprocurement transaction that is covered under § 29.210, and the amount of the contract is expected to equal or exceed \$25,000.

(2) The contract requires the consent of a(n) DOT official. In that case, the contract, regardless of the amount, always is a covered transaction, and it does not matter who awarded it. For example, it could be a subcontract awarded by a contractor at a tier below a nonprocurement transaction, as shown in the appendix to this part.

(3) The contract is for federally-required audit services.

§ 29.225 How do I know if a transaction in which I may participate is a covered transaction?

As a participant in a transaction, you will know that it is a covered transaction because the agency regulations governing the transaction, the appropriate agency official, or participant at the next higher tier who enters into the transaction with you, will tell you that you must comply with applicable portions of this part.

Subpart C—Responsibilities of Participants Regarding Transactions

DOING BUSINESS WITH OTHER PERSONS

§ 29.300 What must I do before I enter into a covered transaction with another person at the next lower tier?

When you enter into a covered transaction with another person at the next lower tier, you must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the *EPLS*; or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

§ 29.305 May I enter into a covered transaction with an excluded or disqualified person?

(a) You as a participant may not enter into a covered transaction with an excluded person, unless the Department of Transportation grants an exception under § 29.120.

(b) You may not enter into any transaction with a person who is disqualified from that transaction, unless you have obtained an exception under the disqualifying statute, Executive order, or regulation.

§ 29.310 What must I do if a Federal agency excludes a person with whom I am already doing business in a covered transaction?

(a) You as a participant may continue covered transactions with an excluded person if the transactions were in existence when the agency excluded the person. However, you are not required to continue the transactions, and you may consider termination. You should make a decision about whether to terminate and the type of termination action, if any, only after a thorough review to ensure that the action is proper and appropriate.

(b) You may not renew or extend covered transactions (other than no-cost time extensions) with any excluded person, unless the Department of Transportation grants an exception under § 29.120.

§ 29.315 May I use the services of an excluded person as a principal under a covered transaction?

(a) You as a participant may continue to use the services of an excluded person as a principal under a covered transaction if you were using the services of that person in the transaction before the person was excluded. However, you are not required to continue using that person's services as a principal. You should make a decision about whether to discontinue that person's services only after a thorough review to ensure that the action is proper and appropriate.

(b) You may not begin to use the services of an excluded person as a principal under a covered transaction

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unless the Department of Transportation grants an exception under § 29.120.

§ 29.320 Must I verify that principals of my covered transactions are eligible to participate?

Yes, you as a participant are responsible for determining whether any of your principals of your covered transactions is excluded or disqualified from participating in the transaction. You may decide the method and frequency by which you do so. You may, but you are not required to, check the *EPLS*.

§ 29.325 What happens if I do business with an excluded person in a covered transaction?

If as a participant you knowingly do business with an excluded person, we may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

§ 29.330 What requirements must I pass down to persons at lower tiers with whom I intend to do business?

Before entering into a covered transaction with a participant at the next lower tier, you must require that participant to—

(a) Comply with this subpart as a condition of participation in the transaction. You may do so using any method(s), unless § 29.440 requires you to use specific methods.

(b) Pass the requirement to comply with this subpart to each person with whom the participant enters into a covered transaction at the next lower tier.

DISCLOSING INFORMATION—PRIMARY TIER PARTICIPANTS

§ 29.335 What information must I provide before entering into a covered transaction with the Department of Transportation?

Before you enter into a covered transaction at the primary tier, you as the participant must notify the DOT office that is entering into the transaction with you, if you know that you or any of the principals for that covered transaction:

(a) Are presently excluded or disqualified;

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(b) Have been convicted within the preceding three years of any of the offenses listed in § 29.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;

(c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 29.800(a); or

(d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

§ 29.340 If I disclose unfavorable information required under § 29.335, will I be prevented from participating in the transaction?

As a primary tier participant, your disclosure of unfavorable information about yourself or a principal under § 29.335 will not necessarily cause us to deny your participation in the covered transaction. We will consider the information when we determine whether to enter into the covered transaction. We also will consider any additional information or explanation that you elect to submit with the disclosed information.

§ 29.345 What happens if I fail to disclose information required under § 29.335?

If we later determine that you failed to disclose information under § 29.335 that you knew at the time you entered into the covered transaction, we may—

(a) Terminate the transaction for material failure to comply with the terms and conditions of the transaction; or

(b) Pursue any other available remedies, including suspension and debarment.

§ 29.350 What must I do if I learn of information required under § 29.335 after entering into a covered transaction with the Department of Transportation?

At any time after you enter into a covered transaction, you must give immediate written notice to the DOT office with which you entered into the transaction if you learn either that—

(a) You failed to disclose information earlier, as required by § 29.335; or

(b) Due to changed circumstances, you or any of the principals for the transaction now meet any of the criteria in § 29.335.

DISCLOSING INFORMATION—LOWER TIER PARTICIPANTS

§ 29.355 What information must I provide to a higher tier participant before entering into a covered transaction with that participant?

Before you enter into a covered transaction with a person at the next higher tier, you as a lower tier participant must notify that person if you know that you or any of the principals are presently excluded or disqualified.

§ 29.360 What happens if I fail to disclose the information required under § 29.355?

If we later determine that you failed to tell the person at the higher tier that you were excluded or disqualified at the time you entered into the covered transaction with that person, we may pursue any available remedies, including suspension and debarment.

§ 29.365 What must I do if I learn of information required under § 29.355 after entering into a covered transaction with a higher tier participant?

At any time after you enter into a lower tier covered transaction with a person at a higher tier, you must provide immediate written notice to that person if you learn either that—

(a) You failed to disclose information earlier, as required by § 29.355; or

(b) Due to changed circumstances, you or any of the principals for the transaction now meet any of the criteria in § 29.355.

Subpart D—Responsibilities of DOT Officials Regarding Transactions

§ 29.400 May I enter into a transaction with an excluded or disqualified person?

(a) You as an agency official may not enter into a covered transaction with an excluded person unless you obtain an exception under § 29.120.

(b) You may not enter into any transaction with a person who is disqualified from that transaction, unless you ob-

tain a waiver or exception under the statute, Executive order, or regulation that is the basis for the person's disqualification.

§ 29.405 May I enter into a covered transaction with a participant if a principal of the transaction is excluded?

As an agency official, you may not enter into a covered transaction with a participant if you know that a principal of the transaction is excluded, unless you obtain an exception under § 29.120.

§ 29.410 May I approve a participant's use of the services of an excluded person?

After entering into a covered transaction with a participant, you as an agency official may not approve a participant's use of an excluded person as a principal under that transaction, unless you obtain an exception under § 29.120.

§ 29.415 What must I do if a Federal agency excludes the participant or a principal after I enter into a covered transaction?

(a) You as an agency official may continue covered transactions with an excluded person, or under which an excluded person is a principal, if the transactions were in existence when the person was excluded. You are not required to continue the transactions, however, and you may consider termination. You should make a decision about whether to terminate and the type of termination action, if any, only after a thorough review to ensure that the action is proper.

(b) You may not renew or extend covered transactions (other than no-cost time extensions) with any excluded person, or under which an excluded person is a principal, unless you obtain an exception under § 29.120.

§ 29.420 May I approve a transaction with an excluded or disqualified person at a lower tier?

If a transaction at a lower tier is subject to your approval, you as an agency official may not approve—

(a) A covered transaction with a person who is currently excluded, unless

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you obtain an exception under § 29.120; or

(b) A transaction with a person who is disqualified from that transaction, unless you obtain a waiver or exception under the statute, Executive order, or regulation that is the basis for the person's disqualification.

§ 29.425 When do I check to see if a person is excluded or disqualified?

As an agency official, you must check to see if a person is excluded or disqualified before you—

(a) Enter into a primary tier covered transaction;

(b) Approve a principal in a primary tier covered transaction;

(c) Approve a lower tier participant if agency approval of the lower tier participant is required; or

(d) Approve a principal in connection with a lower tier transaction if agency approval of the principal is required.

§ 29.430 How do I check to see if a person is excluded or disqualified?

You check to see if a person is excluded or disqualified in two ways:

(a) You as an agency official must check the *EPLS* when you take any action listed in § 29.425.

(b) You must review information that a participant gives you, as required by § 29.335, about its status or the status of the principals of a transaction.

§ 29.435 What must I require of a primary tier participant?

You as an agency official must require each participant in a primary tier covered transaction to—

(a) Comply with subpart C of this part as a condition of participation in the transaction; and

(b) Communicate the requirement to comply with Subpart C of this part to persons at the next lower tier with whom the primary tier participant enters into covered transactions.

§ 29.440 What method do I use to communicate those requirements to participants?

To communicate the requirement you must include a term or condition in the transaction requiring the participants' compliance with subpart C of this part and requiring them to include

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a similar term or condition in lower-tier covered transactions.

§ 29.445 What action may I take if a primary tier participant knowingly does business with an excluded or disqualified person?

If a participant knowingly does business with an excluded or disqualified person, you as an agency official may refer the matter for suspension and debarment consideration. You may also disallow costs, annul or terminate the transaction, issue a stop work order, or take any other appropriate remedy.

§ 29.450 What action may I take if a primary tier participant fails to disclose the information required under § 29.335?

If you as an agency official determine that a participant failed to disclose information, as required by § 29.335, at the time it entered into a covered transaction with you, you may—

(a) Terminate the transaction for material failure to comply with the terms and conditions of the transaction; or

(b) Pursue any other available remedies, including suspension and debarment.

§ 29.455 What may I do if a lower tier participant fails to disclose the information required under § 29.355 to the next higher tier?

If you as an agency official determine that a lower tier participant failed to disclose information, as required by § 29.355, at the time it entered into a covered transaction with a participant at the next higher tier, you may pursue any remedies available to you, including the initiation of a suspension or debarment action.

Subpart E—Excluded Parties List System

§ 29.500 What is the purpose of the Excluded Parties List System (EPLS)?

The *EPLS* is a widely available source of the most current information about persons who are excluded or disqualified from covered transactions.

§ 29.505 Who uses the EPLS?

(a) Federal agency officials use the *EPLS* to determine whether to enter into a transaction with a person, as required under § 29.430.

(b) Participants also may, but are not required to, use the *EPLS* to determine if—

(1) Principals of their transactions are excluded or disqualified, as required under § 29.320; or

(2) Persons with whom they are entering into covered transactions at the next lower tier are excluded or disqualified.

(c) The *EPLS* is available to the general public.

§ 29.510 Who maintains the EPLS?

In accordance with the OMB guidelines, the General Services Administration (GSA) maintains the *EPLS*. When a Federal agency takes an action to exclude a person under the nonprocurement or procurement debarment and suspension system, the agency enters the information about the excluded person into the *EPLS*.

§ 29.515 What specific information is in the EPLS?

(a) At a minimum, the *EPLS* indicates—

(1) The full name (where available) and address of each excluded or disqualified person, in alphabetical order, with cross references if more than one name is involved in a single action;

(2) The type of action;

(3) The cause for the action;

(4) The scope of the action;

(5) Any termination date for the action;

(6) The agency and name and telephone number of the agency point of contact for the action; and

(7) The Dun and Bradstreet Number (DUNS), or other similar code approved by the GSA, of the excluded or disqualified person, if available.

(b)(1) The database for the *EPLS* includes a field for the Taxpayer Identification Number (TIN) (the social security number (SSN) for an individual) of an excluded or disqualified person.

(2) Agencies disclose the SSN of an individual to verify the identity of an individual, only if permitted under the

Privacy Act of 1974 and, if appropriate, the Computer Matching and Privacy Protection Act of 1988, as codified in 5 U.S.C. 552(a).

§ 29.520 Who places the information into the EPLS?

Federal officials who take actions to exclude persons under this part or officials who are responsible for identifying disqualified persons must enter the following information about those persons into the *EPLS*:

(a) Information required by § 29.515(a);

(b) The Taxpayer Identification Number (TIN) of the excluded or disqualified person, including the social security number (SSN) for an individual, if the number is available and may be disclosed under law;

(c) Information about an excluded or disqualified person, generally within five working days, after—

(1) Taking an exclusion action;

(2) Modifying or rescinding an exclusion action;

(3) Finding that a person is disqualified; or

(4) Finding that there has been a change in the status of a person who is listed as disqualified;

(d) The DOT official's Operating Administration code, as follows: United States Coast Guard [DOT-USCG]; Federal Aviation Administration [DOT-FAA]; Federal Highway Administration [DOT-FHWA]; Federal Motor Carrier Safety Administration [DOT-FMCSA]; Federal Railway Administration [DOT-FRA]; Federal Transit Administration [DOT-FTA]; National Highway Traffic Safety Administration [DOT-NHTSA]; Research and Special Programs [DOT-RSPA]; Maritime Administration [DOT-MARAD]; and DOT (general) [DOT-OST].

§ 29.525 Whom do I ask if I have questions about a person in the EPLS?

If you have questions about a person in the *EPLS*, ask the point of contact for the Federal agency that placed the person's name into the *EPLS*. You may find the agency point of contact from the *EPLS*.

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§ 29.530 Where can I find the EPLS?

(a) You may access the *EPLS* through the Internet, currently at *http://epls.arnet.gov*.

(b) As of November 26, 2003, you may also subscribe to a printed version. However, we anticipate discontinuing the printed version. Until it is discontinued, you may obtain the printed version by purchasing a yearly subscription from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or by calling the Government Printing Office Inquiry and Order Desk at (202) 783-3238.

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Subpart F—General Principles Relating to Suspension and Debarment Actions

§ 29.600 How do suspension and debarment actions start?

When we receive information from any source concerning a cause for suspension or debarment, we will promptly report and investigate it. We refer the question of whether to suspend or debar you to our suspending or debarring official for consideration, if appropriate.

§ 29.605 How does suspension differ from debarment?

Suspension differs from debarment in that—

A suspending official . . .	A debarring official . . .
(a) Imposes suspension as a temporary status of ineligibility for procurement and nonprocurement transactions, pending completion of an investigation or legal proceedings.	Imposes debarment for a specified period as a final determination that a person is not presently responsible.
(b) Must— (1) Have <i>adequate evidence</i> that there may be a cause for debarment of a person; and (2) Conclude that <i>immediate action</i> is necessary to protect the Federal interest.	Must conclude, based on a <i>preponderance of the evidence</i> , that the person has engaged in conduct that warrants debarment.
(c) Usually imposes the suspension <i>first</i> , and then promptly notifies the suspended person, giving the person an opportunity to contest the suspension and have it lifted.	Imposes debarment <i>after</i> giving the respondent notice of the action and an opportunity to contest the proposed debarment.

§ 29.610 What procedures does the Department of Transportation use in suspension and debarment actions?

In deciding whether to suspend or debar you, we handle the actions as informally as practicable, consistent with principles of fundamental fairness.

(a) For suspension actions, we use the procedures in this subpart and subpart G of this part.

(b) For debarment actions, we use the procedures in this subpart and subpart H of this part.

§ 29.615 How does the Department of Transportation notify a person of a suspension or debarment action?

(a) The suspending or debarring official sends a written notice to the last known street address, facsimile number, or e-mail address of—

- (1) You or your identified counsel; or
- (2) Your agent for service of process, or any of your partners, officers, directors, owners, or joint venturers.

(b) The notice is effective if sent to any of these persons.

§ 29.620 Do Federal agencies coordinate suspension and debarment actions?

Yes, when more than one Federal agency has an interest in a suspension or debarment, the agencies may consider designating one agency as the lead agency for making the decision. Agencies are encouraged to establish methods and procedures for coordinating their suspension and debarment actions.

§ 29.625 What is the scope of a suspension or debarment?

If you are suspended or debarred, the suspension or debarment is effective as follows:

(a) Your suspension or debarment constitutes suspension or debarment of all of your divisions and other organizational elements from all covered

transactions, unless the suspension or debarment decision is limited—

(1) By its terms to one or more specifically identified individuals, divisions, or other organizational elements; or

(2) To specific types of transactions.

(b) Any affiliate of a participant may be included in a suspension or debarment action if the suspending or debarring official—

(1) Officially names the affiliate in the notice; and

(2) Gives the affiliate an opportunity to contest the action.

§ 29.630 May the Department of Transportation impute conduct of one person to another?

For purposes of actions taken under this rule, we may impute conduct as follows:

(a) *Conduct imputed from an individual to an organization.* We may impute the fraudulent, criminal, or other improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with an organization, to that organization when the improper conduct occurred in connection with the individual's performance of duties for or on behalf of that organization, or with the organization's knowledge, approval or acquiescence. The organization's acceptance of the benefits derived from the conduct is evidence of knowledge, approval or acquiescence.

(b) *Conduct imputed from an organization to an individual, or between individuals.* We may impute the fraudulent, criminal, or other improper conduct of any organization to an individual, or from one individual to another individual, if the individual to whom the improper conduct is imputed either participated in, had knowledge of, or reason to know of the improper conduct.

(c) *Conduct imputed from one organization to another organization.* We may impute the fraudulent, criminal, or other improper conduct of one organization to another organization when the improper conduct occurred in connection with a partnership, joint venture, joint application, association or similar arrangement, or when the organization to whom the improper conduct is imputed has the power to direct,

manage, control or influence the activities of the organization responsible for the improper conduct. Acceptance of the benefits derived from the conduct is evidence of knowledge, approval or acquiescence.

§ 29.635 May the Department of Transportation settle a debarment or suspension action?

Yes, we may settle a debarment or suspension action at any time if it is in the best interest of the Federal Government.

§ 29.640 May a settlement include a voluntary exclusion?

Yes, if we enter into a settlement with you in which you agree to be excluded, it is called a voluntary exclusion and has governmentwide effect.

§ 29.645 Do other Federal agencies know if the Department of Transportation agrees to a voluntary exclusion?

(a) Yes, we enter information regarding a voluntary exclusion into the *EPLS*.

(b) Also, any agency or person may contact us to find out the details of a voluntary exclusion.

Subpart G—Suspension

§ 29.700 When may the suspending official issue a suspension?

Suspension is a serious action. Using the procedures of this subpart and subpart F of this part, the suspending official may impose suspension only when that official determines that—

(a) There exists an indictment for, or other adequate evidence to suspect, an offense listed under § 29.800(a), or

(b) There exists adequate evidence to suspect any other cause for debarment listed under § 29.800(b) through (d); and

(c) Immediate action is necessary to protect the public interest.

§ 29.705 What does the suspending official consider in issuing a suspension?

(a) In determining the adequacy of the evidence to support the suspension, the suspending official considers how much information is available, how credible it is given the circumstances,

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whether or not important allegations are corroborated, and what inferences can reasonably be drawn as a result. During this assessment, the suspending official may examine the basic documents, including grants, cooperative agreements, loan authorizations, contracts, and other relevant documents.

(b) An indictment, conviction, civil judgment, or other official findings by Federal, State, or local bodies that determine factual and/or legal matters, constitutes adequate evidence for purposes of suspension actions.

(c) In deciding whether immediate action is needed to protect the public interest, the suspending official has wide discretion. For example, the suspending official may infer the necessity for immediate action to protect the public interest either from the nature of the circumstances giving rise to a cause for suspension or from potential business relationships or involvement with a program of the Federal Government.

§ 29.710 When does a suspension take effect?

A suspension is effective when the suspending official signs the decision to suspend.

§ 29.715 What notice does the suspending official give me if I am suspended?

After deciding to suspend you, the suspending official promptly sends you a Notice of Suspension advising you—

- (a) That you have been suspended;
- (b) That your suspension is based on—
 - (1) An indictment;
 - (2) A conviction;
 - (3) Other adequate evidence that you have committed irregularities which seriously reflect on the propriety of further Federal Government dealings with you; or
 - (4) Conduct of another person that has been imputed to you, or your affiliation with a suspended or debarred person;
- (c) Of any other irregularities in terms sufficient to put you on notice without disclosing the Federal Government's evidence;

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(d) Of the cause(s) upon which we relied under § 29.700 for imposing suspension;

(e) That your suspension is for a temporary period pending the completion of an investigation or resulting legal or debarment proceedings;

(f) Of the applicable provisions of this subpart, Subpart F of this part, and any other DOT procedures governing suspension decision making; and

(g) Of the governmentwide effect of your suspension from procurement and nonprocurement programs and activities.

§ 29.720 How may I contest a suspension?

If you as a respondent wish to contest a suspension, you or your representative must provide the suspending official with information in opposition to the suspension. You may do this orally or in writing, but any information provided orally that you consider important must also be submitted in writing for the official record.

§ 29.725 How much time do I have to contest a suspension?

(a) As a respondent you or your representative must either send, or make arrangements to appear and present, the information and argument to the suspending official within 30 days after you receive the Notice of Suspension.

(b) We consider the notice to be received by you—

- (1) When delivered, if we mail the notice to the last known street address, or five days after we send it if the letter is undeliverable;
- (2) When sent, if we send the notice by facsimile or five days after we send it if the facsimile is undeliverable; or
- (3) When delivered, if we send the notice by e-mail or five days after we send it if the e-mail is undeliverable.

§ 29.730 What information must I provide to the suspending official if I contest a suspension?

(a) In addition to any information and argument in opposition, as a respondent your submission to the suspending official must identify—

- (1) Specific facts that contradict the statements contained in the Notice of

Suspension. A general denial is insufficient to raise a genuine dispute over facts material to the suspension;

(2) All existing, proposed, or prior exclusions under regulations implementing E.O. 12549 and all similar actions taken by Federal, state, or local agencies, including administrative agreements that affect only those agencies;

(3) All criminal and civil proceedings not included in the Notice of Suspension that grew out of facts relevant to the cause(s) stated in the notice; and

(4) All of your affiliates.

(b) If you fail to disclose this information, or provide false information, the Department of Transportation may seek further criminal, civil or administrative action against you, as appropriate.

§ 29.735 Under what conditions do I get an additional opportunity to challenge the facts on which the suspension is based?

(a) You as a respondent will not have an additional opportunity to challenge the facts if the suspending official determines that—

(1) Your suspension is based upon an indictment, conviction, civil judgment, or other finding by a Federal, State, or local body for which an opportunity to contest the facts was provided;

(2) Your presentation in opposition contains only general denials to information contained in the Notice of Suspension;

(3) The issues raised in your presentation in opposition to the suspension are not factual in nature, or are not material to the suspending official's initial decision to suspend, or the official's decision whether to continue the suspension; or

(4) On the basis of advice from the Department of Justice, an office of the United States Attorney, a State attorney general's office, or a State or local prosecutor's office, that substantial interests of the government in pending or contemplated legal proceedings based on the same facts as the suspension would be prejudiced by conducting fact-finding.

(b) You will have an opportunity to challenge the facts if the suspending official determines that—

(1) The conditions in paragraph (a) of this section do not exist; and

(2) Your presentation in opposition raises a genuine dispute over facts material to the suspension.

(c) If you have an opportunity to challenge disputed material facts under this section, the suspending official or designee must conduct additional proceedings to resolve those facts.

§ 29.740 Are suspension proceedings formal?

(a) Suspension proceedings are conducted in a fair and informal manner. The suspending official may use flexible procedures to allow you to present matters in opposition. In so doing, the suspending official is not required to follow formal rules of evidence or procedure in creating an official record upon which the official will base a final suspension decision.

(b) You as a respondent or your representative must submit any documentary evidence you want the suspending official to consider.

§ 29.745 How is fact-finding conducted?

(a) If fact-finding is conducted—

(1) You may present witnesses and other evidence, and confront any witness presented; and

(2) The fact-finder must prepare written findings of fact for the record.

(b) A transcribed record of fact-finding proceedings must be made, unless you as a respondent and the Department of Transportation agree to waive it in advance. If you want a copy of the transcribed record, you may purchase it.

§ 29.750 What does the suspending official consider in deciding whether to continue or terminate my suspension?

(a) The suspending official bases the decision on all information contained in the official record. The record includes—

(1) All information in support of the suspending official's initial decision to suspend you;

(2) Any further information and argument presented in support of, or opposition to, the suspension; and

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(3) Any transcribed record of fact-finding proceedings.

(b) The suspending official may refer disputed material facts to another official for findings of fact. The suspending official may reject any resulting findings, in whole or in part, only after specifically determining them to be arbitrary, capricious, or clearly erroneous.

§ 29.755 When will I know whether the suspension is continued or terminated?

The suspending official must make a written decision whether to continue, modify, or terminate your suspension within 45 days of closing the official record. The official record closes upon the suspending official's receipt of final submissions, information and findings of fact, if any. The suspending official may extend that period for good cause.

§ 29.760 How long may my suspension last?

(a) If legal or debarment proceedings are initiated at the time of, or during your suspension, the suspension may continue until the conclusion of those proceedings. However, if proceedings are not initiated, a suspension may not exceed 12 months.

(b) The suspending official may extend the 12 month limit under paragraph (a) of this section for an additional 6 months if an office of a U.S. Assistant Attorney General, U.S. Attorney, or other responsible prosecuting official requests an extension in writing. In no event may a suspension exceed 18 months without initiating proceedings under paragraph (a) of this section.

(c) The suspending official must notify the appropriate officials under paragraph (b) of this section of an impending termination of a suspension at least 30 days before the 12 month period expires to allow the officials an opportunity to request an extension.

Subpart H—Debarment

§ 29.800 What are the causes for debarment?

We may debar a person for—

(a) Conviction of or civil judgment for—

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(1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

(2) Violation of Federal or State anti-trust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;

(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

(4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(b) Violation of the terms of a public agreement or transaction so serious as to affect the integrity of an agency program, such as—

(1) A willful failure to perform in accordance with the terms of one or more public agreements or transactions;

(2) A history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions; or

(3) A willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction;

(c) Any of the following causes:

(1) A nonprocurement debarment by any Federal agency taken before October 1, 1988, or a procurement debarment by any Federal agency taken pursuant to 48 CFR part 9, subpart 9.4, before August 25, 1995;

(2) Knowingly doing business with an ineligible person, except as permitted under § 29.120;

(3) Failure to pay a single substantial debt, or a number of outstanding debts (including disallowed costs and overpayments, but not including sums owed the Federal Government under the Internal Revenue Code) owed to any Federal agency or instrumentality, provided the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted;

(4) Violation of a material provision of a voluntary exclusion agreement entered into under §29.640 or of any settlement of a debarment or suspension action; or

(5) Violation of the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701); or

(d) Any other cause of so serious or compelling a nature that it affects your present responsibility.

§ 29.805 What notice does the debarring official give me if I am proposed for debarment?

After consideration of the causes in §29.800 of this subpart, if the debarring official proposes to debar you, the official sends you a Notice of Proposed Debarment, pursuant to §29.615, advising you—

(a) That the debarring official is considering debarring you;

(b) Of the reasons for proposing to debar you in terms sufficient to put you on notice of the conduct or transactions upon which the proposed debarment is based;

(c) Of the cause(s) under §29.800 upon which the debarring official relied for proposing your debarment;

(d) Of the applicable provisions of this subpart, Subpart F of this part, and any other DOT procedures governing debarment; and

(e) Of the governmentwide effect of a debarment from procurement and non-procurement programs and activities.

§ 29.810 When does a debarment take effect?

A debarment is not effective until the debarring official issues a decision. The debarring official does not issue a decision until the respondent has had an opportunity to contest the proposed debarment.

§ 29.815 How may I contest a proposed debarment?

If you as a respondent wish to contest a proposed debarment, you or your representative must provide the debarring official with information in opposition to the proposed debarment. You may do this orally or in writing, but any information provided orally that you consider important must also be

submitted in writing for the official record.

§ 29.820 How much time do I have to contest a proposed debarment?

(a) As a respondent you or your representative must either send, or make arrangements to appear and present, the information and argument to the debarring official within 30 days after you receive the Notice of Proposed Debarment.

(b) We consider the Notice of Proposed Debarment to be received by you—

(1) When delivered, if we mail the notice to the last known street address, or five days after we send it if the letter is undeliverable;

(2) When sent, if we send the notice by facsimile or five days after we send it if the facsimile is undeliverable; or

(3) When delivered, if we send the notice by e-mail or five days after we send it if the e-mail is undeliverable.

§ 29.825 What information must I provide to the debarring official if I contest a proposed debarment?

(a) In addition to any information and argument in opposition, as a respondent your submission to the debarring official must identify—

(1) Specific facts that contradict the statements contained in the Notice of Proposed Debarment. Include any information about any of the factors listed in §29.860. A general denial is insufficient to raise a genuine dispute over facts material to the debarment;

(2) All existing, proposed, or prior exclusions under regulations implementing E.O. 12549 and all similar actions taken by Federal, State, or local agencies, including administrative agreements that affect only those agencies;

(3) All criminal and civil proceedings not included in the Notice of Proposed Debarment that grew out of facts relevant to the cause(s) stated in the notice; and

(4) All of your affiliates.

(b) If you fail to disclose this information, or provide false information, the Department of Transportation may seek further criminal, civil or administrative action against you, as appropriate.

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§ 29.830 Under what conditions do I get an additional opportunity to challenge the facts on which a proposed debarment is based?

(a) You as a respondent will not have an additional opportunity to challenge the facts if the debarring official determines that—

(1) Your debarment is based upon a conviction or civil judgment;

(2) Your presentation in opposition contains only general denials to information contained in the Notice of Proposed Debarment; or

(3) The issues raised in your presentation in opposition to the proposed debarment are not factual in nature, or are not material to the debarring official's decision whether to debar.

(b) You will have an additional opportunity to challenge the facts if the debarring official determines that—

(1) The conditions in paragraph (a) of this section do not exist; and

(2) Your presentation in opposition raises a genuine dispute over facts material to the proposed debarment.

(c) If you have an opportunity to challenge disputed material facts under this section, the debarring official or designee must conduct additional proceedings to resolve those facts.

§ 29.835 Are debarment proceedings formal?

(a) Debarment proceedings are conducted in a fair and informal manner. The debarring official may use flexible procedures to allow you as a respondent to present matters in opposition. In so doing, the debarring official is not required to follow formal rules of evidence or procedure in creating an official record upon which the official will base the decision whether to debar.

(b) You or your representative must submit any documentary evidence you want the debarring official to consider.

§ 29.840 How is fact-finding conducted?

(a) If fact-finding is conducted—

(1) You may present witnesses and other evidence, and confront any witness presented; and

(2) The fact-finder must prepare written findings of fact for the record.

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(b) A transcribed record of fact-finding proceedings must be made, unless you as a respondent and the Department of Transportation agree to waive it in advance. If you want a copy of the transcribed record, you may purchase it.

§ 29.845 What does the debarring official consider in deciding whether to debar me?

(a) The debarring official may debar you for any of the causes in § 29.800. However, the official need not debar you even if a cause for debarment exists. The official may consider the seriousness of your acts or omissions and the mitigating or aggravating factors set forth at § 29.860.

(b) The debarring official bases the decision on all information contained in the official record. The record includes—

(1) All information in support of the debarring official's proposed debarment;

(2) Any further information and argument presented in support of, or in opposition to, the proposed debarment; and

(3) Any transcribed record of fact-finding proceedings.

(c) The debarring official may refer disputed material facts to another official for findings of fact. The debarring official may reject any resultant findings, in whole or in part, only after specifically determining them to be arbitrary, capricious, or clearly erroneous.

§ 29.850 What is the standard of proof in a debarment action?

(a) In any debarment action, we must establish the cause for debarment by a preponderance of the evidence.

(b) If the proposed debarment is based upon a conviction or civil judgment, the standard of proof is met.

§ 29.855 Who has the burden of proof in a debarment action?

(a) We have the burden to prove that a cause for debarment exists.

(b) Once a cause for debarment is established, you as a respondent have the burden of demonstrating to the satisfaction of the debarring official that

you are presently responsible and that debarment is not necessary.

§ 29.860 What factors may influence the debarring official's decision?

This section lists the mitigating and aggravating factors that the debarring official may consider in determining whether to debar you and the length of your debarment period. The debarring official may consider other factors if appropriate in light of the circumstances of a particular case. The existence or nonexistence of any factor, such as one of those set forth in this section, is not necessarily determinative of your present responsibility. In making a debarment decision, the debarring official may consider the following factors:

(a) The actual or potential harm or impact that results or may result from the wrongdoing.

(b) The frequency of incidents and/or duration of the wrongdoing.

(c) Whether there is a pattern or prior history of wrongdoing. For example, if you have been found by another Federal agency or a State agency to have engaged in wrongdoing similar to that found in the debarment action, the existence of this fact may be used by the debarring official in determining that you have a pattern or prior history of wrongdoing.

(d) Whether you are or have been excluded or disqualified by an agency of the Federal Government or have not been allowed to participate in State or local contracts or assistance agreements on a basis of conduct similar to one or more of the causes for debarment specified in this part.

(e) Whether you have entered into an administrative agreement with a Federal agency or a State or local government that is not governmentwide but is based on conduct similar to one or more of the causes for debarment specified in this part.

(f) Whether and to what extent you planned, initiated, or carried out the wrongdoing.

(g) Whether you have accepted responsibility for the wrongdoing and recognize the seriousness of the misconduct that led to the cause for debarment.

(h) Whether you have paid or agreed to pay all criminal, civil and administrative liabilities for the improper activity, including any investigative or administrative costs incurred by the government, and have made or agreed to make full restitution.

(i) Whether you have cooperated fully with the government agencies during the investigation and any court or administrative action. In determining the extent of cooperation, the debarring official may consider when the cooperation began and whether you disclosed all pertinent information known to you.

(j) Whether the wrongdoing was pervasive within your organization.

(k) The kind of positions held by the individuals involved in the wrongdoing.

(l) Whether your organization took appropriate corrective action or remedial measures, such as establishing ethics training and implementing programs to prevent recurrence.

(m) Whether your principals tolerated the offense.

(n) Whether you brought the activity cited as a basis for the debarment to the attention of the appropriate government agency in a timely manner.

(o) Whether you have fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the debarring official.

(p) Whether you had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(q) Whether you have taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(r) Whether you have had adequate time to eliminate the circumstances within your organization that led to the cause for the debarment.

(s) Other factors that are appropriate to the circumstances of a particular case.

§ 29.865 How long may my debarment last?

(a) If the debarring official decides to debar you, your period of debarment will be based on the seriousness of the cause(s) upon which your debarment is

§ 29.870

based. Generally, debarment should not exceed three years. However, if circumstances warrant, the debarring official may impose a longer period of debarment.

(b) In determining the period of debarment, the debarring official may consider the factors in § 29.860. If a suspension has preceded your debarment, the debarring official must consider the time you were suspended.

(c) If the debarment is for a violation of the provisions of the Drug-Free Workplace Act of 1988, your period of debarment may not exceed five years.

§ 29.870 When do I know if the debarring official debars me?

(a) The debarring official must make a written decision whether to debar within 45 days of closing the official record. The official record closes upon the debarring official's receipt of final submissions, information and findings of fact, if any. The debarring official may extend that period for good cause.

(b) The debarring official sends you written notice, pursuant to § 29.615 that the official decided, either—

(1) Not to debar you; or

(2) To debar you. In this event, the notice:

(i) Refers to the Notice of Proposed Debarment;

(ii) Specifies the reasons for your debarment;

(iii) States the period of your debarment, including the effective dates; and

(iv) Advises you that your debarment is effective for covered transactions and contracts that are subject to the Federal Acquisition Regulation (48 CFR chapter 1), throughout the executive branch of the Federal Government unless an agency head or an authorized designee grants an exception.

§ 29.875 May I ask the debarring official to reconsider a decision to debar me?

Yes, as a debarred person you may ask the debarring official to reconsider the debarment decision or to reduce the time period or scope of the debarment. However, you must put your request in writing and support it with documentation.

49 CFR Subtitle A (10-1-04 Edition)

§ 29.880 What factors may influence the debarring official during reconsideration?

The debarring official may reduce or terminate your debarment based on—

(a) Newly discovered material evidence;

(b) A reversal of the conviction or civil judgment upon which your debarment was based;

(c) A bona fide change in ownership or management;

(d) Elimination of other causes for which the debarment was imposed; or

(e) Other reasons the debarring official finds appropriate.

§ 29.885 May the debarring official extend a debarment?

(a) Yes, the debarring official may extend a debarment for an additional period, if that official determines that an extension is necessary to protect the public interest.

(b) However, the debarring official may not extend a debarment solely on the basis of the facts and circumstances upon which the initial debarment action was based.

(c) If the debarring official decides that a debarment for an additional period is necessary, the debarring official must follow the applicable procedures in this subpart, and subpart F of this part, to extend the debarment.

Subpart I—Definitions

§ 29.900 Adequate evidence.

Adequate evidence means information sufficient to support the reasonable belief that a particular act or omission has occurred.

§ 29.905 Affiliate.

Persons are *affiliates* of each other if, directly or indirectly, either one controls or has the power to control the other or a third person controls or has the power to control both. The ways we use to determine control include, but are not limited to—

(a) Interlocking management or ownership;

(b) Identity of interests among family members;

(c) Shared facilities and equipment;

(d) Common use of employees; or

(e) A business entity which has been organized following the exclusion of a person which has the same or similar management, ownership, or principal employees as the excluded person.

§ 29.910 Agency.

Agency means any United States executive department, military department, defense agency, or any other agency of the executive branch. Other agencies of the Federal government are not considered “agencies” for the purposes of this part unless they issue regulations adopting the governmentwide Debarment and Suspension system under Executive orders 12549 and 12689.

§ 29.915 Agent or representative.

Agent or representative means any person who acts on behalf of, or who is authorized to commit, a participant in a covered transaction.

§ 29.920 Civil judgment.

Civil judgment means the disposition of a civil action by any court of competent jurisdiction, whether by verdict, decision, settlement, stipulation, other disposition which creates a civil liability for the complained of wrongful acts, or a final determination of liability under the Program Fraud Civil Remedies Act of 1988 (31 U.S.C. 3801–3812).

§ 29.925 Conviction.

Conviction means—

(a) A judgment or any other determination of guilt of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or plea, including a plea of *nolo contendere*; or

(b) Any other resolution that is the functional equivalent of a judgment, including probation before judgment and deferred prosecution. A disposition without the participation of the court is the functional equivalent of a judgment only if it includes an admission of guilt.

§ 29.930 Debarment.

Debarment means an action taken by a debarring official under subpart H of this part to exclude a person from participating in covered transactions and transactions covered under the Federal

Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred.

§ 29.935 Debarring official.

(a) *Debarring official* means an agency official who is authorized to impose debarment. A debarring official is either—

(1) The agency head; or
(2) An official designated by the agency head.

(b) For DOT “debaring official” means the designated head of a DOT operating administration, who may delegate any of his or her functions under this part and authorize successive delegations.

§ 29.940 Disqualified.

Disqualified means that a person is prohibited from participating in specified Federal procurement or non-procurement transactions as required under a statute, Executive order (other than Executive Orders 12549 and 12689) or other authority. Examples of disqualifications include persons prohibited under—

(a) The Davis-Bacon Act (40 U.S.C. 276(a));

(b) The equal employment opportunity acts and Executive orders; or

(c) The Clean Air Act (42 U.S.C. 7606), Clean Water Act (33 U.S.C. 1368) and Executive Order 11738 (3 CFR, 1973 Comp., p. 799).

§ 29.945 Excluded or exclusion.

Excluded or exclusion means—

(a) That a person or commodity is prohibited from being a participant in covered transactions, whether the person has been suspended; debarred; proposed for debarment under 48 CFR part 9, subpart 9.4; voluntarily excluded; or
(b) The act of excluding a person.

§ 29.950 Excluded Parties List System

Excluded Parties List System (EPLS) means the list maintained and disseminated by the General Services Administration (GSA) containing the names and other information about persons who are ineligible. The *EPLS* system includes the printed version entitled, “List of Parties Excluded or Disqualified from Federal Procurement and Nonprocurement Programs,” so long as published.

§ 29.955

§ 29.955 Indictment.

Indictment means an indictment for a criminal offense. A presentment, information, or other filing by a competent authority charging a criminal offense shall be given the same effect as an indictment.

§ 29.960 Ineligible or ineligibility.

Ineligible or ineligibility means that a person or commodity is prohibited from covered transactions because of an exclusion or disqualification.

§ 29.965 Legal proceedings.

Legal proceedings means any criminal proceeding or any civil judicial proceeding, including a proceeding under the Program Fraud Civil Remedies Act (31 U.S.C. 3801–3812), to which the Federal Government or a State or local government or quasi-governmental authority is a party. The term also includes appeals from those proceedings.

§ 29.970 Nonprocurement transaction.

(a) *Nonprocurement transaction* means any transaction, regardless of type (except procurement contracts), including, but not limited to the following:

- (1) Grants.
- (2) Cooperative agreements.
- (3) Scholarships.
- (4) Fellowships.
- (5) Contracts of assistance.
- (6) Loans.
- (7) Loan guarantees.
- (8) Subsidies.
- (9) Insurances.
- (10) Payments for specified uses.
- (11) Donation agreements.

(b) A nonprocurement transaction at any tier does not require the transfer of Federal funds.

§ 29.975 Notice.

Notice means a written communication served in person, sent by certified mail or its equivalent, or sent electronically by e-mail or facsimile. (See § 29. 615.)

§ 29.980 Participant.

Participant means any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant.

49 CFR Subtitle A (10–1–04 Edition)

§ 29.985 Person.

Person means any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

§ 29.990 Preponderance of the evidence.

Preponderance of the evidence means proof by information that, compared with information opposing it, leads to the conclusion that the fact at issue is more probably true than not.

§ 29.995 Principal.

Principal means—

(a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

(b) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—

(1) Is in a position to handle Federal funds;

(2) Is in a position to influence or control the use of those funds; or,

(3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

§ 29.1000 Respondent.

Respondent means a person against whom an agency has initiated a debarment or suspension action.

§ 29.1005 State.

(a) *State* means—

(1) Any of the states of the United States;

(2) The District of Columbia;

(3) The Commonwealth of Puerto Rico;

(4) Any territory or possession of the United States; or

(5) Any agency or instrumentality of a state.

(b) For purposes of this part, *State* does not include institutions of higher education, hospitals, or units of local government.

§ 29.1010 Suspending official.

(a) *Suspending official* means an agency official who is authorized to impose

suspension. The suspending official is either:

- (1) The agency head; or
- (2) An official designated by the agency head.

(b) For DOT “suspending official” means the designated head of a DOT operating administration, who may delegate any of his or her functions under this part and authorize successive delegations.

§ 29.1015 Suspension.

Suspension is an action taken by a suspending official under subpart G of this part that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary

period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended.

§ 29.1020 Voluntary exclusion or voluntarily excluded.

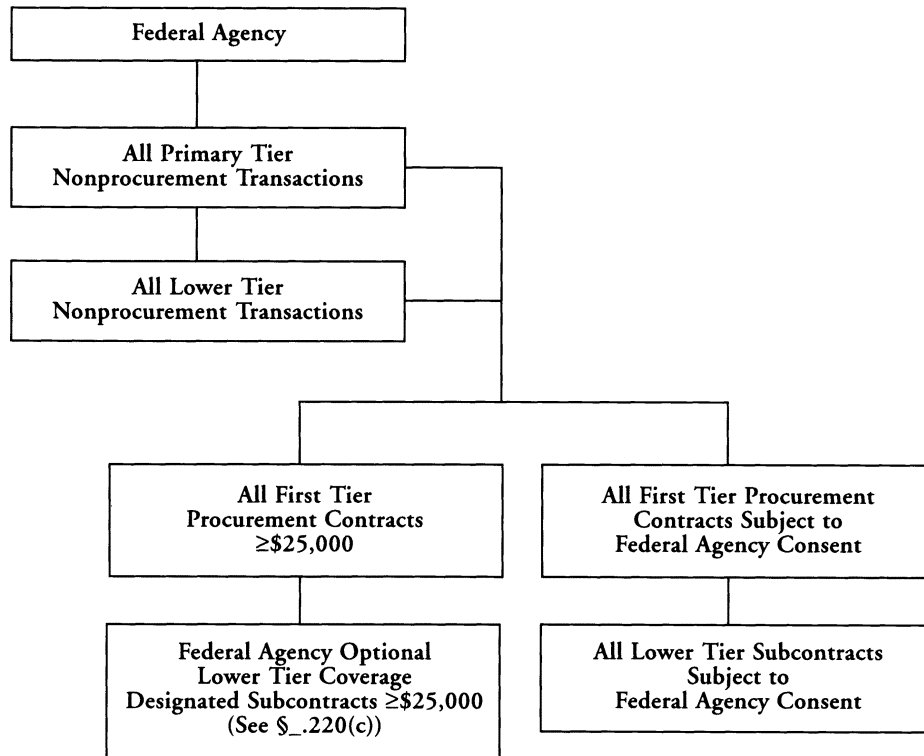
(a) *Voluntary exclusion* means a person’s agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect.

(b) *Voluntarily excluded* means the status of a person who has agreed to a voluntary exclusion.

Subpart J—[Reserved]

APPENDIX TO PART 29—COVERED TRANSACTIONS

COVERED TRANSACTIONS



7-24 Disadvantaged Business Enterprise Program.

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.”

7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor’s organization.

(b) The designation of a Liaison Officer within the Contractor’s organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

(c) Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

4. Encouraging eligible DBEs to apply for certification with the Department.

5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

(a) the procedures adopted to comply with these Specifications;
(b) the number of subordinated Contracts on Department projects awarded to DBEs;

(c) the dollar value of the Contracts awarded to DBEs;
(d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

(e) a description of the general categories of Contracts awarded to DBEs;
and

(f) the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

(a) The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

(b) The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

(c) When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(d) When a DBE performs as a participant in a joint venture, the

Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

(e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

(f) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(g) Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

(h) To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(i) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(j) If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WAGE RATES FOR FEDERAL-AID PROJECTS.

(REV 12-8-15) (3-16)

ARTICLE 7-16 is expanded by the following:

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 Decision Number	Associated Work
FL160212	Highway

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.

Contact the Department’s Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department’s website cannot be accessed or there are questions.

General Decision Number: FL160212 01/08/2016 FL212

Superseded General Decision Number: FL20150212

State: Florida

Construction Type: Highway

County: Hillsborough County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 \$10.15 (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 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/08/2016

* SUFL2013-030 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.08	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.59	0.00
ELECTRICIAN.....	\$ 21.80	0.00
FENCE ERECTOR.....	\$ 13.58	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....	\$ 16.69	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
INSTALLER - GUARDRAIL.....	\$ 11.39	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 17.37	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 12.39	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.64	0.00
LABORER: Common or General.....	\$ 11.71	0.00
LABORER: Flagger.....	\$ 11.86	0.00
LABORER: Grade Checker.....	\$ 13.96	0.00
LABORER: Landscape & Irrigation.....	\$ 10.07	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.56	0.56
LABORER: Pipelayer.....	\$ 14.29	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.38	0.00
OPERATOR: Bobcat/Skid		

Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 13.94	1.28
OPERATOR: Broom/Sweeper.....	\$ 13.69	0.00
OPERATOR: Bulldozer.....	\$ 18.11	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.77	0.00
OPERATOR: Concrete Saw.....	\$ 16.57	0.00
OPERATOR: Crane.....	\$ 22.33	0.00
OPERATOR: Curb Machine.....	\$ 19.67	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 13.52	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.71	0.00
OPERATOR: Loader.....	\$ 14.99	0.00
OPERATOR: Mechanic.....	\$ 17.49	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 16.20	0.00
OPERATOR: Milling Machine.....	\$ 16.26	0.00
OPERATOR: Oiler.....	\$ 17.61	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.51	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.35	0.00
OPERATOR: Roller.....	\$ 14.14	0.00
OPERATOR: Scraper.....	\$ 11.74	0.00
OPERATOR: Screed.....	\$ 16.67	0.00
OPERATOR: Tractor.....	\$ 13.39	0.00
OPERATOR: Trencher.....	\$ 13.78	0.00
PAINTER: Spray.....	\$ 16.38	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.54	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.81	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.13	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.56	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.88	0.00

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

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses

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

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

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END OF GENERAL DECISION

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 in accordance with your Proposal dated _____, amounting to a total of \$ _____ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 20____, between the City of Tampa, Florida, hereinafter called the City, and hereinafter called the Contractor.

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

Contract 16-C-00014; Bougainvillea Avenue (30th St. to 46th St.) Bike Lane / Sidewalk, shall include, but not be limited to, Work shall include but not be limited to maintenance of traffic, roadway, signing and pavement markings, gravity wall, pedestrian and bicycle railings, pedestrian signalization relocation, utilities adjustments/relocations with all associated work required for a complete project in accordance with the Contract Documents.

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

TAMPA AGREEMENT

SECTION 1 GENERAL

ARTICLE 1.01 THE CONTRACT

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

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

ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters

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

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

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

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

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

ARTICLE 2.03 NO ESTOPPEL

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

ARTICLE 2.04 NO WAIVER OF RIGHTS

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

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

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

SECTION 3 PERFORMANCE OF WORK

ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY

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

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

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

ARTICLE 3.02 COMPLIANCE WITH LAWS

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

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

ARTICLE 3.03 INSPECTION

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

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

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

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

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

ARTICLE 3.04 PROTECTION

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

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

ARTICLE 3.05 PRESERVATION OF PROPERTY

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

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

ARTICLE 3.06 BOUNDARIES

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

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 3.08 TAXES

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

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

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

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

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

SECTION 4 TIME PROVISIONS

ARTICLE 4.01 TIME OF START AND COMPLETION

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

The Contractor must complete the work covered by this Contract in the number of consecutive calendar days set forth in the Instructions to Bidders, unless the date of completion is extended pursuant to the provisions of Article 4.05 hereof.

The period for performance shall start from the date of signing of this Agreement by the City.

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

ARTICLE 4.02 PROGRESS SCHEDULE

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

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

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

ARTICLE 4.03 APPROVAL REQUESTS

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

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

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

ARTICLE 4.05 EXTENSION OF TIME

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

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

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

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

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

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

ARTICLE 4.06 LIQUIDATED DAMAGES

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

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

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

ARTICLE 4.07 FINAL INSPECTION

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

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

**SECTION 5
SUBCONTRACTS AND ASSIGNMENTS**

ARTICLE 5.01 LIMITATIONS AND CONSENT

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

ARTICLE 5.02 RESPONSIBILITY

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

**SECTION 6
SECURITY AND GUARANTY**

ARTICLE 6.01 CONTRACT SECURITY

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

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

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

ARTICLE 6.02 CONTRACTORS INSURANCE

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

ARTICLE 6.03 AGAINST CLAIMS AND LIENS

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

ARTICLE 6.04 MAINTENANCE AND GUARANTY

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

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

**SECTION 7
CHANGES**

ARTICLE 7.01 MINOR CHANGES

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

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

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

ARTICLE 7.02 EXTRA WORK

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.03 DISPUTED WORK

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

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

ARTICLE 7.04 OMITTED WORK

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

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

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

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

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

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

SECTION 8 CONTRACTOR'S EMPLOYEES

ARTICLE 8.01 CHARACTER AND COMPETENCY

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

ARTICLE 8.02 SUPERINTENDENCE

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

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

ARTICLE 8.04 RATES OF WAGES

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

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

ARTICLE 8.05 PAYROLL REPORTS

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

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

SECTION 9 CONTRACTOR'S DEFAULT

ARTICLE 9.01 CITY'S RIGHT AND NOTICE

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

ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT

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

ARTICLE 9.03 COMPLETION OF DEFAULTED WORK

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

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

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

ARTICLE 9.04 PARTIAL DEFAULT

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

SECTION 10 PAYMENTS

ARTICLE 10.01 PRICES

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

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

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

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

made therefor in the Contract Documents.

ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN

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

ARTICLE 10.03 REPORTS, RECORDS AND DATA

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

ARTICLE 10.04 PAYMENTS BY CONTRACTOR

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

ARTICLE 10.05 PARTIAL PAYMENTS

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

FOR CONTRACT AMOUNTS UNDER \$250,000

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

FOR CONTRACT AMOUNTS OVER \$250,000

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

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

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

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

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

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

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

ARTICLE 10.06 FINAL PAYMENT

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

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

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

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

ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT

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

SECTION 11 MISCELLANEOUS PROVISIONS

ARTICLE 11.01 CONTRACTOR'S WARRANTIES

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

- (a) That he is not in arrears to the City upon debt or contract, and he is not a defaulter, as surety, contractor, or otherwise.
- (b) That he is financially solvent and sufficiently experienced and competent to perform the work.
- (c) That the work can be performed as called for by the Contract Documents.
- (d) That the facts stated in his proposal and the information given by him are true and correct in all respects.
- (e) That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be

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

ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES

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

ARTICLE 11.03 SUITS AT LAW

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

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

ARTICLE 11.04 CLAIMS FOR DAMAGES

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

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

ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS

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

ARTICLE 11.06 LIABILITY UNAFFECTED

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN

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

ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR

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

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

ARTICLE 11.11 NUMBER AND GENDER OF WORDS

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

ARTICLE 11.12 ACCESS TO RECORDS

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

**SECTION 12
LABOR STANDARDS**

ARTICLE 12.01 LABOR STANDARDS

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

ARTICLE 12.02 NOTICE TO LABOR UNIONS

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

ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

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

ARTICLE 12.05 PREVAILING RATES OF WAGES

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

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

* * * * *

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

Bob Buckhorn, Mayor
(SEAL)

ATTEST:

City Clerk

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

Rachel S. Peterkin, 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 foregoing instrument was acknowledged before me this ____ of _____, 20__ by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 20__ by _____ who is ____ personally known to me or has ____ produced _____ as identification.

Notary

My Commission Expires:

For a Firm:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 20__ by _____ who signed on behalf of the said firm. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

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

Accepted by City of Tampa:

Countersignature:

By _____
Bob Buckhorn, Mayor

(Name of Local Agency)

Date: _____ 20__

(Address of Resident Agent)

By _____

Approved as to legal sufficiency:

Title _____

By _____
Assistant City Attorney

Telephone Number of Local Agency

Date: _____, 20__

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

SPECIFICATIONS GENERAL PROVISIONS

SECTION 1 SCOPE AND INTENT

G-1.01 DESCRIPTION

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

G-1.02 WORK INCLUDED

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

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

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

G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 PLANS AND SPECIFICATIONS

G-2.01 PLANS

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

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

G-2.02 COPIES FURNISHED TO CONTRACTOR

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

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

G-2.03 SUPPLEMENTARY DRAWINGS

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

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

G-2.04 CONTRACTOR TO CHECK PLANS AND DATA

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

G-2.05 SPECIFICATIONS

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

G-2.06 INTENT

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

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

SECTION 3 WORKING DRAWINGS

G-3.01 SCOPE

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

These drawings shall accurately and distinctly present the following:

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

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

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

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

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

G-3.02 APPROVAL

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

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

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

1. The Contractor shall submit four complete sets of drawings

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

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

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

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

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

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

SECTION 4 MATERIALS AND EQUIPMENT

G-4.01 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

G-4.02 MANUFACTURER

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

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

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

G-4.03 REFERENCE TO STANDARDS

Whenever reference is made to the furnishing of materials or

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

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

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

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

G-4.04 SAMPLES

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

G-4.05 EQUIVALENT QUALITY

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

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

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

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

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

G-4.06 DELIVERY

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

G-4.07 CARE AND PROTECTION

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

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

G-4.08 TOOLS AND ACCESSORIES

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

Spare parts shall be furnished as specified.

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

G-4.09 INSTALLATION OF EQUIPMENT

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

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

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

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

G-4.10 OPERATING INSTRUCTIONS

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

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

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

G-4.11 SERVICE OF MANUFACTURER'S ENGINEER

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

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

SECTION 5 INSPECTION AND TESTING

G-5.01 GENERAL

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

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

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

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

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

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

G-5.02 COSTS

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

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

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

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

G-5.03 INSPECTIONS OF MATERIALS

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

G-5.04 CERTIFICATE OF MANUFACTURE

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

G-5.05 SHOP TESTS OF OPERATING EQUIPMENT

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

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

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

G-5.06 PRELIMINARY FIELD TESTS

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

TEMPORARY STRUCTURES

G-5.07 FINAL FIELD TESTS

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

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

G-5.08 FAILURE OF TESTS

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

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

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

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

G-5.09 FINAL INSPECTION

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

SECTION 6

G-6.01 GENERAL

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

G-6.02 PUBLIC ACCESS

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

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

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

G-6.03 CONTRACTOR'S FIELD OFFICE

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

G-6.04 TEMPORARY FENCE

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

G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

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

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

SECTION 7 TEMPORARY SERVICES

G-7.01 WATER

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

G-7.02 LIGHT AND POWER

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

G-7.03 SANITARY REGULATIONS

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

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

G-7.04 ACCIDENT PREVENTION

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

G-7.05 FIRST AID

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

G-7.06 HEATING

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

SECTION 8

LINES AND GRADES

G-8.01 GENERAL

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

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

G-8.02 SURVEYS

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

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

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

G-8.03 SAFEGUARDING MARKS

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

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

G-8.04 DATUM PLANE

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

Corps of Engineers.

SECTION 9 ADJACENT STRUCTURES AND LANDSCAPING

G-9.01 RESPONSIBILITY

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

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

G-9.02 PROTECTION OF TREES

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

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

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

G-9.03 LAWN AREAS

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

manner described in the Technical Specifications section.

G-9.04 RESTORATION OF FENCES

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

SECTION 10 PROTECTION OF WORK AND PUBLIC

G-10.01 TRAFFIC REGULATIONS

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

G-10.02 BARRIERS AND LIGHTS

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

No open fires will be permitted.

G-10.03 SMOKE PREVENTIONS

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

G-10.04 NOISE

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

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

**SECTION 13
CLEANING**

G-10.05 ACCESS TO PUBLIC SERVICES

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

G-10.06 DUST PREVENTION

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

G-10.07 PRIVATE PROPERTY

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

**SECTION 11
SLEEVES AND INSERTS**

G-11.01 COORDINATION

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

G-11.02 OPENINGS TO BE PROVIDED

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

**SECTION 12
CUTTING AND PATCHING**

G-12.01 GENERAL

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

G-13.01 DURING CONSTRUCTION

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

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

G-13.02 FINAL CLEANING

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

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

**SECTION 14
MISCELLANEOUS**

G-14.01 PROTECTION AGAINST SILTATION AND BANK EROSION

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

G-14.02 EXISTING FACILITIES

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

G-14.03 USE OF CHEMICALS

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

**SPECIAL
PROVISIONS &
CONTRACT PAY
ITEMS**

DEFINITIONS AND TERMS

The following terms, when used in these Contract Documents, have the meaning described:

Department.

City of Tampa

Engineer.

The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be City in-house staff or a consultant retained by the City.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM).

(REV 1-23-12) (FA 2-27-12)

SECTION 120

EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the

masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 Embankment Construction.

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing

channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When

hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) other areas specifically excluded herein.

120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and

compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).

(REV 1-26-15) (FA 1-29-15)

SECTION 334

SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5.....	3/8 to 2 inches
Type SP-12.5.....	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT’s Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other

sources.

A list of aggregates approved for use in friction courses may be available on the FDOT’s State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
16 – 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer’s conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department’s website may be used in the production of the mix. The URL for obtaining this information, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyrotory Compaction: Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyrotory Compaction Requirements	
Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. N_{initial} and N_{maximum} requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.
12. The warm mix technology, if used.

334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate,

is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates
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Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation ($P_{.8}$ and $P_{.200}$) and asphalt binder content (P_b).

Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (daily average)	Minimum 90.0% of Gmm

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the

Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P-8 and P-200) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

CONCRETE FOR LAP (OFF-SYSTEM).

(REV 12-20-11) (FA 2-27-12)

SECTION 344 CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1		
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd ³)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	3,000	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 3,000 psi.

344-3.9.2: Category 2: No sampling and testing is required for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

WATER CONTRACT PAY ITEMS

C1.00 General

The Contractor shall receive and accept the compensation provided in the Proposal and the Agreement as full payment for furnishing all materials and all labor, tools and equipment, for performing all operations necessary to complete the work under the Agreement, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the City of Tampa Water Department

Engineer or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City of Tampa Water Department.

It is the intent of these contract documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be basis for rejection of his bid.

The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, commissions, transportation charges and expenses, patent fees and royalties, labor for handling material during inspection together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The basis of payment for any item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

No separate payment will be made for the following items, the cost of such work shall be Included in the applicable contract pay items of work, including separate mobilization/ demobilization charges for compliance with FDEP or any other agency:

1. Notification to customers in advance of shut-downs, in conformance with Contract Documents;
2. Clearing and grubbing;
3. Excavation, including necessary pavement/slab removal;
4. Shoring and sheeting as required by OSHA trench excavation safety standards unless specifically provided for in a pay item;
5. Dewatering and proper disposal of all water unless specifically provided for in a pay item;
6. Backfill and proper compaction, including suitable fill;
7. Grading;
8. Replacement or restoration of paved or unpaved roadways, grass and shrubbery plots outside of established pay limits;
9. Temporary facilities and controls during construction such as water/sanitary facilities, traffic control, informational signs and environmental protection, unless specifically provided for in a pay item;
10. Removing and legally disposing of waste material due to construction, including but not limited to valve boxes that need to be removed from abandoned water mains;
11. Cleanup and restoring the job site to its original condition, which includes but is not necessarily limited to restoring the ground surface to its original grade;
12. Testing and placing system in operation, including re-mobilization for FDEP testing;
13. Any material and equipment required to be installed and used for the tests;
14. Maintaining the existing quality of service during construction, including flushing mains that are cleared but not put into service after the bac-T tests are complete;
15. Repair of sanitary sewer house laterals that were properly marked (see Specific Provision S-20.01)
16. Repair of water services damaged during construction;
17. Adjusting new or existing water meter boxes to grade which are affected by construction;
18. Appurtenant work as required for a complete and operable system;
19. Coordination with all Federal, State and Local agencies and utilities;
20. Cutting of existing or new pipe for purposes of abandonment or installation of new pipe, valves or fittings;
21. Tree trimming as required by the City of Tampa Parks Department or any other agency unless specifically provided for as a contract item;
22. Verification of pipe elevation;
23. Repair of private irrigation systems damaged during construction;
24. Furnishing and installing suitable temporary fences, as directed by the Engineer, to adequately secure areas protected by a permanent fence when that permanent fence must be removed. The temporary fence shall remain in place until the permanent fence is replaced;
25. Maintaining red-line drawings of changes to construction plans, to be submitted for FDEP clearance;

26. Furnishing and installing polyethylene encasement per Standard Detail 2.05 for all buried ductile iron pipe & all fittings.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Proposal or Contract Pay Items, s/he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

All work shall be in accordance with the Technical Specifications and Standard Details herein. All materials shall be in accordance with the Material Specifications herein. Any specifications or materials required that are not addressed in this document shall be in accordance with current City Water Department standards.

C2.00 Pipeline Installation

C2.10 Ductile Iron

The Contractor shall provide all labor, equipment, and materials to furnish and install the ductile iron pipe.

Furnishing and/or installing ductile iron pipe shall include, but may not be limited to:

1. Field locating all utilities to confirm horizontal and vertical location in areas of possible conflict;
2. Furnishing all labor equipment and materials to excavate the trench;
3. Maintaining the trench which shall include dewatering and sheeting and bracing as required by OSHA or as directed by the Engineer standards unless specifically provided for in a pay item;
4. Cleaning dirt and foreign material from within pipe and bell;
5. Beveling field-cut joints and pipe shorts;
6. Furnishing and installing Department approved pipe and any pipe shorts as part of the pipeline;
7. Furnishing and installing "Gripper" gasket-type restraints as required to restrain new push-on joint DI pipe as shown on the plans or as directed by the Engineer;
8. Furnishing and installing 8-mil thick polyethylene encasement on all DI water main pipe and fittings per the Water Department Standard Detail 2.05;
9. Furnishing and installing 2-inch PVC fittings when necessary at various depths;
10. Cleaning up and removing excess water main pipe and appurtenances;
11. Pressure/leak testing the new water main pipe;
12. Furnishing and installing valve location protection devices per Standard Detail 3.05 whenever needed to keep valve locations visible;
13. Disinfecting the water main pipe and bacteriological testing;
14. Backfilling and compacting the trench;
15. Cleaning up and restoring the job site which shall include re-grading the terrain; and
16. Removing and legally disposing all waste materials.

Cover over pipe shall be defined as the vertical distance from the top of the pipe to the surface grade above the main. Trench depth shall be defined as the vertical distance from the bottom of the barrel of the pipe to the surface grade above the main.

Payment for connecting new water mains to existing water mains will be made utilizing the contract unit price for installing the fittings, polywrap, or valves used in the connection.

The cost to hydrostatically test and disinfect the ductile iron water mains shall be prorated and included in the pipeline construction unit prices. The prorated cost should include, but may not be limited to furnishing and installing all:

- 1) Material;
- 2) Labor;
- 3) Necessary pumps;
- 4) Recorder charts;
- 5) Gages (300PSIG limit, oil filled);
- 6) Chemicals;
- 7) Temporary valves;
- 8) Temporary plugs;
- 9) Sample taps, (including installation of brass dry main plugs after tap removal);
- 10) Blow off assemblies (including removal after disinfection is complete);
- 11) Dry main plugs;

necessary to pressure test and disinfect various sizes and depths of ductile iron pipe. Furthermore, no extra compensation shall be paid to the Contractor for:

1. Furnishing and installing brass, dry main plugs at the locations of all removed sample taps,
- or
2. Removing existing "end of line" or blow-off valves after the pipeline has been disinfected and prior to connecting the newly installed pipeline to the existing water main.

All temporary materials or materials not remaining in the ground after the completion of the disinfection and pressure testing shall remain the property of the Contractor.

The pipe quantities to be paid for under this section shall be based on the size and the horizontal distance in linear feet of ductile iron pipe measured along the top centerline of the pipe in place complete and acceptable to the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
2103W	Furnish and install 6" ductile iron pipe w/ Polywrap (+5' trench)	LF

C4.00 Fittings

The Contractor shall provide all labor and equipment to completely install plugs, caps, bends, sleeves, reducers, tees, crosses, and offsets. The installation of ductile iron fittings shall include, but not be limited to:

1. Excavating the trench;
2. Maintaining the trench which shall include dewatering and bracing and sheeting where required or as directed by the Engineer;
3. Furnishing and installing the appropriate fitting;
4. Backfilling and compacting the trench;
5. Cleaning up and restoring the job site which shall include re-grading the terrain; and
6. Removing and legally disposing of all waste materials.

Additional compensation shall not be made for restraining devices used in conjunction with hydrant installations. Payment will be made for the number of each size and type of fittings installed and incorporated into the piping system complete, working, and operating to the satisfaction of the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
4005W	Furnish and install 6" MJ bend w/ Polywrapped DIP, & Restraint	EA

C5.00 Fire Hydrants

The Contractor shall provide all labor, equipment and specified materials to completely furnish and/or install full and complete fire hydrant assemblies on new and existing water mains as shown on the construction plans or as directed by the Engineer.

Hydrant assembly installation shall include, but may not be limited to:

1. Excavation of hydrant assembly trench;
2. Maintaining the trench that shall include dewatering, bracing and sheeting where required or as directed by the Engineer;
3. Anchoring the hydrant to existing or new main;
4. Removing any plugs, caps, restraining devices, etc. from existing water mains;
5. Furnishing and installing all mechanical thrust restraint beginning at the hydrant valve as required in the Technical Specifications or as directed by the Engineer;
6. Furnish and installing polyethylene encasement for all underground pipe and fittings;
7. Furnish and install hydrant in the plumb;
8. Furnishing and installing concrete thrust collars around the barrel of the hydrant, per standard detail 4.01;
9. Furnishing and installing of a concrete "support block" under each hydrant;
10. Backfilling and compacting hydrant assembly trench;
11. Touching-up any paint on the hydrant barrel and bonnet damaged by the Contractor during the removal/reinstallation of the hydrant assembly. Paint used shall be high grade enamel OSHA yellow paint and shall be as required in the Technical Specifications;
12. If required, furnishing high grade enamel OSHA paint in the appropriate color and painting the hydrant bonnet to match the existing paint;
13. Furnishing and installing one blue, reflective pavement marker (RPM) in the street adjacent to the hydrant at a location to be determined by the Engineer. The RPM shall meet or exceed all provisions of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 706;
14. Pressure testing the hydrant assembly in conformance with these documents;
15. Backfilling and compacting the trench;
16. Cleaning up and restoring the job site which shall include re-grading the terrain; and
17. Removing and legally disposing of all waste materials.

The Contractor shall do all things necessary to completely install a fire hydrant assembly in accordance with the Technical Specifications, Standard Details or as directed by the Engineer. Payment will be based on the number of hydrant assemblies incorporated into the pipeline system complete and working to the satisfaction of the Engineer.

Payment for tees, valves, taps, and fittings will be made utilizing the appropriate contract item.

In addition, it will be the Contractor's responsibility to determine the correct size (bury depth) of each hydrant installed so that the requirements of the Technical Specifications and Water Department Fire Hydrant Detail 4.01 are satisfied. Any hydrant not installed to the proper grade shall be replaced with one of the correct size by the Contractor at his expense prior to final approval and acceptance.

Fittings required because of contractor convenience, (i.e. installed because the contractor elected to install a shallow

bury hydrant) shall be furnished and installed at the contractor's expense.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
5000W	Furnish and install full std. fire hydrant assembly per TWD Std. Detail 4.01	EA

C5.20 Fire Hydrants Relocation

The Contractor shall provide all labor, equipment, and material for removal and relocation of each existing fire hydrant assembly onto a new water pipeline. Hydrant removal and relocation includes, but may not be limited to:

1. Excavating the hydrant pit;
2. Removing the hydrant and hydrant lead from the existing hydrant valve, installing a new, longer 6" DIP hydrant lead to relocate the hydrant to as required, and reinstalling the hydrant in accordance with City of Tampa Water Department Standard Details 4.01 and 4.02;
3. Furnish and install restraining devices as required for fittings to extend the hydrant lead;
4. Furnish & install thrust block (if required) behind cap or plug;
5. Backfilling and compacting the hydrant pit;
6. Cleaning up and restoring the job site which shall include re-grading the terrain; and
7. Removing and legally disposing of all waste materials

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
5200W	Remove and Relocate existing fire hydrant	EA

C6.00 Valves

The Contractor shall provide all labor, equipment and materials to completely furnish and install 2-inch through 16-inch gate valves, 16-inch through 48-inch butterfly valves and 4-inch through 42-inch tapping valves including all accessories and incidentals. The valve installation shall include, but may not be limited to:

1. Excavating the trench;
2. Maintaining the trench that shall include dewatering and bracing and sheeting where required or as directed by the Engineer;
3. Furnish and install a gate valve in a mainline of DIP with a valve box;
4. Furnish and install required wedge-action MJ restraints
5. Backfilling and compacting the trench;
6. Furnishing, forming and pouring a 6-inch thick concrete pad around each valve box installed in non-paved areas;
7. Furnishing paint and painting valve cover;
9. Cleaning up and restoring the job site which shall include re-grading the terrain; and
10. Removing and legally disposing of all waste materials.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
6002W	F&I 6" MJ gate w/ restraints, polywrapped DIP, and valve box	EA

C8.00 Water Meter Adjustment (Height)

C8.20 Meter Services Two- inch and Less

The Contractor shall provide all labor, materials and equipment for the height adjustment of existing water meter boxes, as directed in the plans.

Meter box adjustment shall include, but may not be limited to:

1. All necessary excavation;
2. Raising or lowering existing water meter box to match proposed finish grade or elevation;
3. Backfilling and compacting of all excavations;
4. Cleaning up/restoring the job site to its original condition which includes but is not limited to restoring the elevation of surface to its original grade.

Payment shall be made for each meter box adjusted and accepted by the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
8100W	Adjust water meter box	EA

C9.00 Restoration And Miscellaneous Incidental Items

C9.91 Valve Box –Adjust Existing

In locations where the surface elevation adjacent to an “existing” water valve box will be modified due to the proposed sidewalk construction, the Contractor shall provide all labor and equipment (including any required valve box risers) as required to adjust the tops of existing valve boxes to the new grade. The valve box adjustment shall include, but may not be limited to:

1. Excavating the trench;
2. Maintaining the trench which shall include dewatering and bracing and sheeting where required or as directed by the Engineer;
3. Adjusting the valve box to the appropriate elevation;
4. Backfilling and compacting the trench;
5. Furnishing, forming and pouring a 6-inch thick concrete pad around each valve box;
6. Furnishing approved paint and painting valve cover;
7. Cleaning up and restoring the job site which shall include re-grading the terrain; and
8. Removal and disposal of all waste materials.

Payment shall be made for the number of valve boxes adjusted and accepted by the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9910W	Adjust Valve Box Top (Height)	EA

WATER TECHNICAL SPECIFICATIONS

T1.00 GENERAL REQUIREMENTS

T1.01 Summary of Work

The Contractor shall have access to and inspect the project area prior to beginning construction and ascertain existing conditions.

The work will include the furnishing of all services, labor, equipment and certain materials necessary (identified in contract documents) for a complete installation of water lines and performed in a thorough and workmanlike manner, as outlined in the General Provisions. All items implied, usually included, or required for the construction of a complete operating system shall be installed whether or not shown on the plans or specified herein. In general, pipe shall be provided with a minimum of 36 inches of cover.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass adjacent to the sites, as outlined in the General Provisions, which do not reasonably interfere with the construction, as determined by the Engineer. It will be the Contractor's responsibility to give written notification, at least 2 days prior to commencement of construction, to any owners or occupants of properties along the construction route. This notification shall be about the pending construction, in order to allow the said owners or occupants an opportunity for removing from the work site any bushes, flowers, plantings, trees etc. they wish to save that are within the limits of construction. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The Contractor will be liable for, or will be required to replace or restore at no additional expense to the City, all vegetation not protected or preserved as required herein that may be damaged or destroyed.

City-owned utilities within project limits will include water, wastewater, drainage, and traffic signal cables. All other utilities present within City of Tampa rights-of-way are considered private utilities. Private utilities are responsible for locating their utilities prior to construction and, if required, relocating and/or temporarily supporting their utilities to allow the safe construction of the work under this contract. Private utilities must provide this service without charging a fee to the City's Contractor.

City-owned utilities and structures not shown on Contract Drawings to be removed and replaced or relocated shall be protected in place and utility service shall be maintained. Where temporary conflicts occur between existing City-owned utilities and the new construction, the Contractor shall protect in place or relocate said utilities and maintain utility service all to the satisfaction of the City. Utilities and structures shown on the drawings to be removed and replaced or relocated by the Contractor shall conform to the requirements of the applicable technical specifications.

T1.02 Coordination

The Contractor shall provide for the complete coordination of the construction effort including the work of subcontractors, the effort of independent testing agencies and the interrelated work with the City where tie-ins to existing facilities are required.

It shall be the Contractor's responsibility to alert the Engineer at least two working days in advance of construction, to any conflicts or potential conflicts with the proposed work. Failure of the Contractor to review the job site and alert the Engineer to any conflicts shall relieve the City from compensating the Contractor for any cost arising from any

remedial action necessary to resolve the conflict with the proposed work.

All water lines, storm drains, sanitary sewers, gas or other pipe, telephone or power cables or conduits, all individual service connections and all other obstructions, whether or not shown on the plans, shall be supported where adjacent to or crossing the new utility line excavation in a manner acceptable to the Department and the respective utility owner. Wherever existing utility structures or branch connections leading to sanitary sewers or to storm drains, or other conduits, ducts, pipes, or structures present obstructions to the grade and alignment of the pipe, they shall be permanently supported, removed, relocated, or reconstructed by the Contractor through cooperation with the owner of the respective utility, structure, or obstruction involved. In those instances where their relocation or reconstruction is impractical, a deviation from line and grade will be authorized and the changes shall be made in the manner directed by the Engineer.

Approximate locations of known water, sanitary, drainage, power and telephone installations along the route of the new water mains or in the vicinity of new work are shown according to the best information available at the time of preparation of the drawings, but do not purport to be absolutely correct, and must be verified in the field by the Contractor. The Contractor shall obtain the location, elevations, and dimensions of all existing utilities, structures, and other features affecting his work prior to construction. At least 1,000 feet ahead of construction, the subcontractor shall obtain the elevations of all utilities crossing the proposed water main and, where the required separations cannot be achieved, shall notify the Engineer, in order that necessary changes may be made to permit installation of new pipe and actual locations be recorded for the City's record drawings.

In addition, careful coordination with the work of other contractors may be required if other work is underway within the project area.

Working adjacent to (and crossing) other utilities can be expected to be commonplace on this project. The Contractor shall coordinate his construction schedule with the various utility companies as well as affected local agencies involved prior to starting the project along with a minimum of 48 hours of notice to when construction will commence in an area, in order to permit field location of utility lines prior to construction. A toll free number (811) is available to assist in such coordination efforts. This number is for the utility notification center, a program known as Sunshine State One Call of Florida, but may not totally represent all utilities involved in the construction area. The Contractor is responsible for contacting the utility notification center and to immediately notify the Contract Administration Department (635-3432) of the "Location Request Number" obtained.

The various agencies or utilities possibly affected by the work include but are not necessarily limited to the following:

City of Tampa
Wastewater Department
306 E. Jackson St. (390A6N)
Tampa, FL 33602

Florida Dept. of Transportation
2820 Leslie Rd
Tampa, FL 33619

DPW Traffic Transportation
306 E. Jackson St., (290A4E)
Tampa, FL 33602

Hillsborough County
Planning & Development Mgmt. Dept.
P.O. Box 1110
Tampa, FL 33601

Hillsborough County Right of Way Management office
5701 East Hillsborough Avenue
Suite 1222
Tampa, Florida 33610

All utilities shall be kept in operation except with the express written consent of the utility owner. It will be the Contractor's responsibility to preserve existing utilities. Any and all damage to existing utilities as a result of the Contractor's actions shall be repaired to the satisfaction of the utility owner and the City at the Contractor's expense.

Where connections are made to existing mains or other shutdowns are necessary, permission must be obtained and arrangements must be made with the Water Department for removing from service those mains that will be affected. Shutdowns must be held to a minimum in both number and duration, and accomplished at times acceptable to the Water Department. No valve or other control device on the existing system shall be operated by the Contractor. The Contractor shall provide a minimum of 3-working days notice of when valve operation or other control device operation is needed. Additionally, any service meter that is temporarily removed, after being approved by the Water Department, shall be returned to the original service address from which it was removed.

T1.03 Field Engineering

Each element of the work is subject to review by the Engineer, prior to proceeding with the next element; however, this shall not relieve the Contractor of the responsibility for delivering to the City a project completed in conformance with the contract plans and specifications and guaranteed as stipulated.

T1.04 Abbreviations and Symbols

Various abbreviations and symbols may be used or referenced in these specifications and contract plans. Symbols are generally explained on the sheet of the plans entitled "Location Map, Legend and General Notes". Abbreviations commonly used, along with their full reference, are as follows:

- Cu.Yds. (CY) - Cubic Yards
- CIP - Cast Iron Pipe
- DIP - Ductile Iron Pipe
- DIPRA - Ductile Iron Pipe Research Association (formerly CIPRA)
- EA - Each
- ED - Each Day
- FDEP - Florida Department of Environmental Protection
- FDOT - Florida Department of Transportation
- FL - Flanged Joint
- HDD - Horizontal Directional Drilling
- HDPEP - High Density Polyethylene Pipe
- Lin. Ft. (LF) - Lineal Foot
- LS - Lump Sum
- mg/l - Milligrams per Liter
- MJ - Mechanical Joint
- MH - Man Hours
- NSF - National Science Foundation
- OSHA - Occupational Safety and Health Administration
- ppm - Parts per Million
- psi - Pounds per Square Inch
- PVCPC - Polyvinyl Chloride Pipe
- RPR - Resident Project Representative
- S.P. - Steam Pressure

- Sq. Ft. (SF) - Square Feet
- Sq. Yds. (SY) - Square Yards
- TN - Ton
- W.O.G. - Water, Oil, Gas
- NAVD88 - North American Vertical Datum 1988

T1.05 Submittals, Shop Drawings, Product Data and Samples

The Contractor shall submit 4 copies of shop drawings as stated in the General Provisions, plus those copies necessary for his own requirements in accordance with the General Provisions. The shop drawings shall have been checked and stamped approved by the Contractor and identified as the Engineer may require. This data shown in the shop drawings shall be complete with respect to dimensions, design criteria, materials of construction, and the like, to enable the Engineer to review the information required. The data shown on the shop drawings shall include, in addition to that specified in the General Provisions, reference to specification section, drawing number, item identification on catalog cuts and like information to expedite review. Incomplete submissions will be returned without action.

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.

Items that are on the Water Department's pre-approved material list will not be required to go through the shop drawing submittal process, provided that the list of materials is submitted to and approved by the Engineer in advance of the start of construction.

The Engineer will review and return one (1) set of the shop drawings along with those sets submitted by the Contractor over and above the quantity required by the General Provisions. The returned sets shall bear the Engineer's comments and shall be returned with reasonable promptness. The Contractor's stamp of approval on any shop drawing shall constitute a representation to the Engineer that the Contractor has either determined and verified all field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing with the requirements of the work, contract documents and technical specifications.

The Engineer's review of a shop drawing is only for general conformance with the design concept of the project, and shall not relieve the Contractor from his responsibility for and deviation from the requirements of the contract documents or technical specifications, unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of the shop drawing submission and the Engineer has given written approval to the specific deviation. Any review by the Engineer shall not relieve the Contractor from his responsibility for errors or omissions in the shop drawings.

One complete set of reviewed shop drawings, product data and samples shall be kept at the site at all times. During the work specified as shown on the shop drawings, the Contractor shall make no deviations from the reviewed drawings, and the changes made thereon by the Engineer, if any.

When required by the Engineer, shop drawings or product data shall be submitted for, but shall not be necessarily be limited to, the following:

- Ductile iron pipe and MJ fittings (Bends, restrained joint, solid sleeves, etc.)
- Gate valves and Valve Boxes
- Meter Boxes
- Pressure Testing Procedure
- Disinfection procedure
- Polyethylene encasement

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both these technical specifications and the referenced specifications and standards.

T1.06 Quality Control

In addition to the inspection and testing outlined in the General Provisions, compaction/density tests also shall be required.

For tests required by the Technical Specifications regarding soil compaction, asphalt testing and concrete cylinder strength, the Department will appoint and employ services of an independent firm to perform inspection and testing. The independent firm will perform inspections, tests, and other services specified individual specification Sections and as required by the Engineer. Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. The Contractor shall cooperate with the independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested; notify Engineer and independent firm a minimum of 24 hours prior to expected time for operations requiring services; and make arrangements with the independent firm and pay for additional samples and tests required for Contractor's use. Retesting required due to non-conformance with specified requirements shall be performed by the same independent firm at the direction of the Engineer. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contractor's payment.

T1.07 Materials and Equipment

A) General

Materials and equipment incorporated into the work shall meet the requirements of the General Provisions and these specifications. The Contractor shall furnish satisfactory evidence of the quality and kind of materials and equipment as well as guarantees or warranties provided by the manufacturer. It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or subcontractors subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, finished and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor except as otherwise provided in the Contract Documents. At the time that any piece of equipment is placed in service or operation at the construction site, the Contractor shall arrange for a qualified representative of the manufacturer to be present for the purpose of inspecting, approving and adjusting the equipment installation. He shall remain on the job to instruct the City's personnel in proper operation and maintenance and shall remain until the equipment is operating in a satisfactory manner.

B) Quality Standards

If a standard of quality for items of equipment is established by reference on the plans or in the specifications to specific manufacturer's products, materials or construction and/or fabrication, items of equipment shall equal or exceed the standard of the referenced product as outlined in the General Provisions.

The Engineer shall be the sole judge of material or equipment equality. The burden of proof of equality rests with the Contractor. Qualities described and shown refer to minimum criteria the Engineer will use in considering equipment proposed for the project.

It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and to match existing equipment, this has been stated in the specifications.

C) Transportation and Handling

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the material or equipment during transportation and handling. Suitable power equipment will be used and the material or equipment shall be under control at all times. Under no condition shall the material or equipment be dropped, bumped or dragged. When a crane is used, a suitable lift sling shall be used.

The crane shall be placed so that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against material or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Material and equipment damaged or injured in the process of transportation, unloading or handling shall be rejected and immediately removed from the site. They shall be replaced with materials that meet all requirements of the contract documents and are suitable to the Engineer.

D) Storage and Protection

Materials and equipment shall be stored in a manner and at a location acceptable to the Engineer to insure the preservation of their quality and fitness for the work and which precludes damage or injury and affords protection against weather staining, corrosion or vandalism. Skidded or palletized materials or equipment shall not be stacked. Electrical equipment shall be stored indoors or under cover. Sheet materials shall be stored in a manner that affords free drainage with no ponding of water. All equipment shall be stored in a secure area.

Replacement of materials or equipment damaged, destroyed or lost through improper, inadequate or careless storage shall be the Contractor's responsibility.

Stored materials and equipment shall be readily and easily accessible to facilitate inspection.

T2.00 CONSTRUCTION OF WATER MAINS AND APPURTENANCES

T2.01 Subsurface Investigation

The Contractor shall be responsible for having determined to his satisfaction, the nature and location of the work, and the ground conformation, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can, in any way affect the work under this Agreement. The prices established for the work to be done will reflect all costs pertaining to that work.

The Contractor will notify the Engineer promptly in writing of any subsurface or adverse physical conditions at the site which differ materially from those that may be indicated by the Contract Documents or earlier subsurface information in accordance with Section I-2.01 of the Instructions to Bidders and Section G-2.04 of the General Provisions. The Engineer will promptly investigate the conditions and advise the Contractor in writing if further surveys or subsurface tests are necessary. If necessary, the Department will promptly obtain the necessary additional surveys and tests and furnish copies to the Contractor.

T2.02 Site Preparation

A) General

The construction site shall be cleared of all obstructions, stumps roots, and vegetation within the limits required for proper execution of the work in accordance with Section 110, FDOT Standard Specifications, latest edition, to a minimum depth of 12 inches.

Shrubbery, trees and plants shall be protected as required by the City of Tampa Parks Department ("Parks Department") or the agency having jurisdiction, as shown on the plans, or as directed by the Engineer. Where necessary to remove plantings in order to accomplish the work, such plantings shall be replaced. Trees will be transplanted when feasible, and when a successful transplant is probable. Plantings and trees shall be replaced before the work is accepted.

Foliage, trunks, and roots of trees to remain shall be barricaded by encircling with stakes and flagging at a distance equal to the branch spread or as required by the Parks Department. Stockpiling of materials and movement of equipment shall be avoided within this area. Interfering branches shall be removed without injury to trunks.

Trees, stumps, and large roots within the construction area shall be removed, unless otherwise directed. Topsoil shall be stockpiled for future use. Unsuitable materials shall be removed from the site and properly disposed of by the Contractor. All trees shall be preserved in their natural state unless their removal is directed by the Department. Trees within 20 feet of the construction line shall be protected as indicated on the plans or as directed by the Engineer. Trees with trunk diameters in excess of five inches (measured circumference three feet above ground level and divided by 3.14) shall be preserved unless:

- A. their removal is directed;
- B. they are located within areas scheduled to be paved; or
- C. they interfere with utility or pipe trench alignment.

All trenching performed adjacent to tree trunks shall be accomplished in such a manner as to maintain a minimum clearance of at least 10 feet between the pipe and the base of the tree trunks for trees 5 inches in diameter and larger. A minimum of 20 feet clearance shall be maintained for tree trunks classified a grand tree by the Parks Department.

When trenching is to be performed closer than the above minimums, root pruning or other protective measures as directed by the Engineer may be required. Tree trimming and root pruning shall be performed by a competent tree specialist who carries proper insurance and is licensed by the City of Tampa.

B) Tree Removal and Tree Trimming

Tree removal shall comply with the City of Tampa Tree Ordinance, City Code or ordinances, rules, or regulations of any other governmental agencies having jurisdiction. Within the limits of the water pipeline trench, all trees and roots which have been designated for removal, shall be removed and disposed of by the Contractor to allow for installation of the pipeline without hindrance. All removed trees and roots outside the trench area shall be cleared to a minimum depth of 12-inches below finished grade or as directed by the City. The Contractor shall notify the City when encountering material that is believed to qualify as Tree Removal. The Contractor shall give ample time for the City to inspect the location and make necessary measurements before removal.

After removing a tree, the Contractor shall not proceed with construction of the water pipeline without first restoring the tree removal location to an acceptable condition of repair which meets the City's approval. Satisfactory off site disposal of timber, stumps, roots or any other materials resulting from removal of trees or roots shall be the sole responsibility of the Contractor. Material shall not be burned or buried on the project site. The location of material disposal shall have the approval of the City. The method of material disposal shall be consistent with City of Tampa standards.

1. When located within the City of Tampa but outside the right-of-way, the following trees require no permit from the City based on Section 13-7, City of Tampa Code.

Australian Pine	Brazilian Pepper
Cherry Laurel	Chinaberry
Queensland Umbrella	Eucalyptus
Monkey Puzzle	Male Mulberry (No Berries)
Mimosa/Woman's Tongue	Queen Palm
Wild Cherry	Citrus
Chinese Tallow	Surinam Cherry
Lead	Carrotwood
Rosewood	Earleaf Acacia
Golden Rain Tree	Shefflera
Silk Oak	Punk
Ear Tree	Eucalyptus

2. All trees to be removed from City rights-of-way shall require a tree removal permit issued by the Parks Department.

C) Tree Planting

Newly planted trees and shrubs will be kept well watered and shall be alive, healthy and vigorous at the time of acceptance of the project by the City, or shall be replaced. Trees will be braced or tied to resist wind conditions until they have taken root.

T2.03 Dewatering

If subsurface water is encountered in trenching or structural excavation work, the Contractor shall adequately dewater the excavation at his expense. No additional payment shall be made for dewatering operations.

The contractor will be required to do any and all sampling that may be required to be in conformance with the NPDES discharge permit requirements, at no expense to the city.

Subsurface water shall be kept 2 feet or more below the working area until there is no danger of displacement of pipes or structures. All water collected and pumped shall be disposed of in a manner which will cause no health hazard, flooding or nuisance to the surrounding area and in a manner so as not to degrade the water quality of surrounding water or violate any environmental ordinances or requirements. Water containing debris, sand or heavy sediment shall not be discharged into the storm water system. All permits for the discharge of this water shall be obtained by the Contractor from the appropriate regulatory agency.

T2.04 Trenching, Backfilling and Compacting

Trenching shall be conducted to the limits and grades shown on the plans or as directed by the Department.

The Contractor performing trench excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 C.F.R., s.1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES) as well as The Florida Trench Safety Act as delineated in Florida Statute Chapter 553, Part III.

By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards, including all revisions and updates to these standards as adopted by the Department of Labor and Employment Security, as well as to The Florida Trench Safety Act as delineated in Florida Statute Chapter 553, Part III.

The Contractor also agrees that he has obtained or will obtain identical certification from his proposed subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

Dewatering operations shall be maintained until pipe laying is complete and the trench backfilled sufficiently to prevent movement or flotation of the pipe.

The use of trench-digging machinery will be permitted except in places where its operation will cause damage to other utilities, trees, buildings, or existing structures above or below ground; in which case hand methods will be employed.

The trench width and trenching method may vary with, and depend upon the depth of the trench and the nature of the excavated material encountered; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench, at the bottom where the pipe is to be laid, shall be one foot greater than the nominal diameter of the pipe, except by consent of the Department. The maximum clear width of trench and the trench support system shall be in accordance with OSHA requirements. Where sheeting and bracing are used, the trench width shall be increased accordingly. Trench sheeting shall be cut off at a level of at least 1 foot above the top of the installed pipe and shall be left in place until the pipe has

been laid, tested for defects, repaired if necessary, and until the earth around the pipe has been compacted to a depth of 2 feet over the top of pipe.

Unless otherwise specified, the trench shall be AWWA C600 Type 2 as shown on the Standard Details "Typical Trench, Bedding and Backfill Detail". The trench shall have a flat bottom conforming to the depth to which the pipe is to be laid. The pipe shall be laid upon sound soil, cut true and even, so that the barrel of the pipe will have equal bearing for its full length. Bell depressions of ample dimensions shall be dug at each joint to permit proper pipe jointing.

In the event the Contractor excavates below the elevation required without approval from the Department, he shall refill with approved material and thoroughly consolidate. If, in the opinion of the Engineer, the trench bottom cannot support the pipe, a further depth and/or width shall be excavated and refilled to pipe foundation grade or other approved means shall be adopted to assure a firm foundation for the pipe.

All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. Gutters shall be kept clear or other satisfactory provisions made for street drainage. All material removed from the trench on an improved area shall be removed from the site by the Contractor at the Contractor's expense.

Material removed from an unimproved area may be reused if, in the opinion of the Engineer, it is suitable and if local conditions permit reuse. All materials suitable for reuse must be stored separate from the general excavated material. All backfill material must be approved by Engineer prior to placement. If replacement backfill is required, the Contractor must supply the material at his expense.

Backfill material shall be free from cinders, ashes, refuse, organic matter, boulders, rocks or stones, or other material that in the opinion of the Engineer is unsuitable. Rocks up to 6-inches in their greatest dimension may be used for backfill from 1 foot above the top of the pipe up to the subgrade of the pavement unless otherwise specified by the Engineer.

All trenches shall be backfilled by hand, from the bottom of the trench to the centerline of the pipe in layers of 6 inches. Compaction shall be performed by tamping. Backfill material shall be deposited in the trench for the full width on each side of the pipe. From the centerline of the pipe to the specified grade, the pipe shall be backfilled by hand or by approved mechanical methods.

Compaction and consolidation shall be done in accordance with the requirements of the agency having jurisdiction. Unless requirements of the agency having jurisdiction are more stringent, all compaction shall conform to the following:

A. Impervious (paved) Surface Areas

The space between the pipe and the trench sides shall be packed full by hand-shoveled earth, free from lumps, carefully deposited in layers not exceeding 6-inches in depth. Such material shall be placed equally on each side of the pipe, and at the same time tamped in a manner acceptable to the Department, until enough fill has been so placed and compacted to the centerline of the pipe. From this point to 12 inches above the pipe, backfill shall be placed and compacted in uniform loose lifts no greater than 6 inches to a density that is at least 98% of the maximum modified proctor density (as determined by the Modified Proctor Density Test Method (ASTM D-1557)). The balance of the soils backfilled from this point to the top of the trench shall be placed and compacted in loose lifts not to exceed 12 inches to a density at least 98% of the maximum modified proctor density.

B. Pervious (non-paved) Surface Areas

The space between the pipe and the trench sides shall be packed full by hand-shoveled earth, free from lumps, carefully deposited in layers not exceeding 6-inches in depth. Such material shall be placed equally on each side of the pipe, and at the same time tamped in a manner acceptable to the Department, until fill has been placed and compacted from the bottom of the trench to the centerline of the pipe. From this point up to grade, backfilled soils shall be placed and compacted in uniform loose lifts no greater than 12 inches, to a density that is at least 95% of the maximum density as determined by the Modified Proctor Density Test (ASTM D-1557).

T2.05 Pipeline Installation

A) General

During shipping, delivery and installation of pipe and accessories, materials shall be handled in such a manner as to prevent any damage. Particular care shall be taken not to injure pipe coatings. All pipe, fittings, valves and other material shall be subject to inspection and acceptance by the Department after delivery and no broken, cracked, misshapen, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When a defect is discovered, the damaged portion shall not be installed. With the Department's approval, cracked pipe shall have the defect cut off at least 12 inches from the break in the sound section of the barrel.

Installations shall be according to AWWA Standard C600 (ductile iron pipe), AWWA C605 (PVC pipe), AWWA C906 (PE pipe), AWWA Manual of Water Supply Practices M55 (PE Pipe Design and Installation), ASTM F2164-02 (Field Leak Testing of PE Pipe), pipe manufacturer's recommendations, and as described in these technical specifications. Disinfection of all water mains shall be in accordance with AWWA C651.

All connections to existing piping systems shall be made as shown or indicated on the plans after consultation and cooperation with the Department. No such connection shall be made until all requirements of these specifications as to tests, cleaning, flushing and disinfection of new work have been met, and the planned cut-in to the existing line has been approved by the Department. Where connections are made between new work and existing work, the connections shall be made in a thorough and workmanlike manner using proper fittings and specials. Some such connections may have to be made during off-peak hours if required by the Department.

B) Underground Pipelines

Proper implements, tools and facilities satisfactory to the Department shall be provided and used. Pipe, fittings, valves and appurtenances shall be carefully lowered into the trench piece by piece. Under no circumstances shall piping materials be dropped or dumped into the trench. Pipe and fittings shall be carefully examined for cracks and other defects while suspended above the trench immediately before installation in final position. If damage occurs to any pipe, fitting, valve or piping accessory in handling, the damage shall be immediately brought to the Engineer's attention. The Engineer shall prescribe corrective repairs or rejection of the damaged items.

Pipe joints shall be made up in accordance with manufacturer's recommendations.

For DIP, upon satisfactory excavation of the pipe trench and completion of the pipe bedding, a continuous trough for the pipe barrel and recesses for the pipe bells, or couplings, shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom. All ductile iron pipe shall be wrapped in polyethylene encasement (polywrapped) as shown in the Standard Detail. The polywrap and tape shall be blue for potable water and green for sanitary sewer force mains.

Pipe manufactured from materials, which are classed as flexible for purpose of pipe design shall be bedded true to line and grade with uniform and continuous support from a firm base and installed in accordance with manufacturer's recommendations. Blocking shall not be used to bring the pipe to grade. Backfill material shall be properly placed and compacted to provide lateral restraint against deflection in the pipe diameter. Care shall be exercised to avoid contact between the pipe and compaction equipment.

Pipe interior surfaces shall be thoroughly cleaned of all foreign matter before being gently lowered into the trench and shall be kept clean during laying operations by means of plugs or other approved methods. Pipe 12-inches in diameter and smaller may be cleaned by flushing in place under the supervision of the Engineer if in the Engineer's opinion the pipe contains dirt that can be so removed; if not, then the pipe shall be cleaned by swabbing and flushing before it is placed in the trench. All pipe 12-inches in diameter and larger shall be thoroughly cleaned, by appropriate means, before placing it in the trench. During suspension of work for any reason at any time, including the end of each workday, a watertight plug shall be placed in the end of the pipe last laid to prevent mud or other foreign material from entering the pipe. Sufficient backfill material shall also be placed over the pipe to prevent flotation. Lines shall be laid straight and depth of cover shall be maintained uniformly with respect to finished grade, whether grading is completed or proposed at time of pipe installation. Pipelines shown on the plans to be laid at grade or with a specified slope shall be installed with the invert conforming to the required elevations, slopes and alignment shown and with the pipe bottom uniformly and continuously supported by a firm bedding and foundation. Pipe installed using horizontal directional drill will be installed within the tolerance outline herein.

The work shall at all-time progress with caution so as to prevent damage to underground obstructions, both known and unknown. Should an obstruction not shown on the plans be encountered, the Engineer shall be immediately notified so that alteration to the plans can be made should realignment be necessary. The Contractor shall notify the Engineer far enough in advance to allow the realignment to be accomplished by deflection in the pipe joints or adjustment in the drilling operation.

Ductile iron pipe shall be laid with bell ends facing in the direction of pipe-laying (upstream) unless directed otherwise by the Department. Only EPDM gaskets will be used ductile iron pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, the amount of deflection allowed shall not exceed 80% of that allowed under AWWA Standard C 600 (DIP) for the type of joint being installed and in accordance with the manufacturer's recommendations. Only after the pipe has been properly homed will it be allowed to be deflected. Water mains crossing or parallel to storm sewer, sanitary sewer and gas mains shall have a minimum of 12 inches vertical clearance and a horizontal clearance which shall comply with all State, Local and Federal regulations and requirements. A minimum 3-foot pipe wall to pipe wall clearance shall be maintained between all utilities and water main. Any exceptions to these standards must be approved in advance by the Engineer. When crossing or parallel to storm sewer and sanitary sewer mains, including gravity sewers and force mains, with less than the minimum clearances, the Contractor shall protect the water main as shown on the plans or, in a manner acceptable to the Engineer. Where ductile iron pipe water mains are crossing sewer service laterals with less than the require 12 inch minimum clearance, the Contractor shall make the necessary adjustments to center a full joint of water main (18' min.) at the conflict point, or replace 10 feet of the lateral with PVC pipe meeting AWWA C-900 Class 150 centered over the conflict point. Sewer laterals, when replaced, shall be installed in accordance with the City of Tampa Department of Sanitary Sewers technical manual, latest edition.

1. Thrust Restraint

All plugs, caps, hydrants, tees, bends and other fittings on pressure pipelines shall be provided with restrained joints as indicated on the plans, or as directed by the Engineer. Thrust blocks or reaction blocks may only be used when approved in advance by the Engineer.

2. Joints

The joints of all pipelines shall be made absolutely tight. The particular joint used shall be acceptable to the Department prior to installation. The gasket material for all joints shall be EPDM and shall be properly positioned before the pipe is lowered into the trench. The joining of the pipe shall proceed in accordance with the manufacturer's requirements.

a) Mechanical Joints

Where shown on the plans, or where in the opinion of the Department, settlement or vibration is likely to occur, all pipe joints of pressure pipelines shall be bolted mechanical type as specified herein.

Mechanical joints shall be made up using high-strength, low- alloy steel bolts and rubber gaskets having either plain or duck tip as recommended by the manufacturer. All types of mechanical joint pipes shall be laid and jointed in full conformance with the manufacturer's recommendations. Only especially skilled workmen shall be permitted to make up mechanical joints.

Mechanical joints shall be centered in the bells. Soapy water shall be brushed over the gasket just prior to installation. The EPDM gasket and gland shall be placed in position, the bolts inserted, and the nuts tightened finger tight. Mechanical joints shall be assembled in accordance with AWWA Standards. The joints shall be tightened on opposite sides of the pipes by means of a torque wrench in such a manner that the gland shall be brought up evenly into the joint. The following range of bolt torques shall be applied:

<u>Bolt Size (Inches)</u>	<u>Range of Torque</u>
3/4" diameter	85 to 95 ft.-lbs.
1" diameter	95 to 100 ft.-lbs.

If effective sealing is not obtained at a maximum torque listed above, the joint shall be disassembled and reassembled after thorough cleaning. If the joint is defective, it shall be cut out and entirely replaced or if the Department gives permission, it may be repaired by a suitable clamp.

3. Plugs and Caps

Plugs shall be inserted into the bell ends of all open ductile iron pipe, tees or crosses. All plain ends of pipe and fittings shall be capped.

4. Completion

After the DIP pipe has been installed, inspected by the Engineer and found to be satisfactory, sufficient backfill shall be placed along the exposed areas of pipe to hold it securely in place while conducting the preliminary hydrostatic test. No backfill shall be placed over the ductile iron pipe joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.

Upon satisfactory completion of the preliminary hydrostatic test, backfilling shall be completed.

T2.06 Fittings

Fittings shall be handled with care to avoid damage. All fittings shall be loaded and unloaded by lifting, and under no circumstances shall fittings be dropped, skidded, or rolled. Fittings shall not, under any circumstances, be placed against

pipe or other fittings in such a manner that damage could result. Slings, hooks, or tongs used for lifting shall be padded in such a manner as to prevent damage or exterior surface or interior lining of fittings. If any part of the fittings' coating or lining is damaged by the Contractor, the repair or replacement shall be made by the Contractor in a manner satisfactory to the Engineer before installing. Fittings shall also be stored at all times in a safe manner to prevent damage and kept free of dirt, mud, or other foreign matter. All fitting gaskets shall be stored and placed in a cool location out of direct sunlight and out of contact with petroleum products. All gaskets shall be used on a first-in, first-out basis. Adequate precautions shall be taken to prevent the separation of joints at bends, tees, and plugged ends.

Details of design, construction, applications, installations, and number of joints necessary for the restraint of a given thrust shall be as specified herein, as shown on the Standard Details or as indicated on the plans. Under no circumstances shall gray iron pipe be used at restrained joints. Ductile iron pipe will be used unless otherwise specified by the Department.

Where reaction or thrust blocking is required, it shall be of concrete meeting the following design criteria:

- Compressive Strength - 3,000 PSI
90% after 7 days
110% after 28 days
- % Air Entrainment - 5.0%
- Water/Cement Ratio - 265 lb Water/1 CY Concrete
- Maximum Aggregate Size - 1½"
- Slump - 3" - 4"

Blocking shall be placed between undisturbed earth and the fitting to be anchored where firm support can be obtained. The area of bearing on the pipe and on the ground in each instance shall be that shown on the plans, the Standard Detail or as directed by the Engineer. The fittings shall be polyethylene encased in a manner acceptable to the Engineer prior to blocking. The blocking shall, unless otherwise shown or directed, be so placed that the pipe and fitting joints will be accessible for repair. If the soil does not provide firm support, then suitable tie rods, bridles, clamps and accessories as specified by the pipe manufacturer to brace the fitting properly shall be provided.

Pre-cast thrust blocks may be used in lieu of poured-in-place blocks on 8 inch and smaller ductile iron water mains only. This type of block must be manufactured in accordance with these Technical Specifications. Size and bearing area of blocks will be as shown in the standard details or as determined by the Department. The Department has the authority to reject any damaged block or any block considered to be of questionable quality. Placement will be in accordance with standard procedures for restraining thrust. Earth behind such blocks will be either undisturbed or compacted to a minimum of 95% (Modified Proctor) density.

Tie rods and pipe clamps when allowed by the Department must be of adequate strength to prevent movement or other suitable means may be used as allowed by the Department. Steel rods, clamps, and washers shall be rustproof treated with bituminous material and polyethylene encased.

T2.07 Valves

Valves shall be handled with care to avoid damage. All valves shall be loaded and unloaded by lifting, and under no circumstances shall valves be dropped, skidded, or rolled. Valves shall not be placed, under any circumstances, against pipe, other valves or other fittings in such a manner that damage could result. Slings, hooks, or tongs used for lifting shall be padded in such a manner as to prevent damage. If any part of the valves' coating and lining is damaged by the Contractor, the repair and replacement shall be made by the Contractor at his expense in manner satisfactory to the Engineer before installing. Valves shall also be stored at all times in a safe manner to prevent damage and kept free of dirt, mud, or other foreign matter. All valve gaskets shall be stored and placed in a cool location out of direct sunlight

and out of contact with petroleum products. All gaskets shall be used on a first-in, first-out basis.

Valves shall be set and joined to new pipe in a manner heretofore specified for cleaning, laying, and joining pipe. Valves shall be installed such that the operating nut is plumb, and its top is less than 48-inches from finish grade at the valve. Valve stem extensions shall be installed on any operating nuts deeper than 48-inches (see Detail 3.05).

Cast iron valve boxes shall be firmly supported and maintained centered and plumb over the operating nut of the valve by the Contractor with box cover flush with the surface of the finished pavement or at such other levels as may be directed. Valve boxes shall have 6-inch thick wire mesh reinforced concrete pads poured around the top section of the valve box when in pavement or when directed by the Department. The pad shall be 24 inches square and shall be centered on the valve box. All Department valve covers shall be painted safety blue as prescribed by the American Public Works Association (APWA) uniform color code for utility systems. Bronze valve identification disks (3" OD x 1/8" thick) are required for all valve installations in accordance with Detail 3.06.

The valve and valve box shall be installed so Department personnel can insert a valve key through the valve box and completely open and close the valve. This test will be accomplished before final acceptance of the valve and box into the water system.

T2.08 Hydrants

Fire hydrants shall be handled so as to avoid any damage at all times. Hydrants shall be located in a manner to provide complete accessibility and in such a manner that the possibility of damage from vehicles or injury to pedestrians will be minimized. Fire hydrants in FDOT rights-of-way shall conform to FDOT clear zone requirements. Unless otherwise directed, the setting of any hydrant shall be as described in these Technical Specifications. All fire hydrants shall be thoroughly cleaned of dirt or foreign material before installation. All hydrants shall stand plumb and shall have their pumper nozzle perpendicular to the curb. The top of flange elevation shall be finished grade plus 4 inches. Standard depth of bury shall be 3 to 5 feet. Each hydrant shall be connected to the water main with a 6-inch branch controlled by an independent 6-inch resilient seat gate valve hydrant shut-off valve. Per the Florida Fire Prevention Code, NFPA 1:18.3.4.1, clearances of seven and one-half feet in front of and to the sides of the fire hydrant are required, with four feet clearance required to the rear of the hydrant.

All fire hydrant leads shall be made of ductile iron pipe. All fire hydrant tees shall be made of ductile iron.

All hydrants shall be anchored by restrained fittings as specified in these Technical Specifications and as shown in the Standard Details.

All fire hydrants shall be painted with a high-grade enamel, Federal Safety Yellow (OSHA approved), above the ground line.

All hydrant sets shall include the installation of a concrete thrust collar around the barrel of the hydrant 8 inches below the ground line.

Upon completion of installation and passing all required tests, the Contractor shall paint the bonnet of the hydrant OSHA green.

T3.00 TESTING

The Department will require the Contractor to perform the required tests to ensure that all pipe installed including service lines meets the Department's standards. The required tests are as follows:

T3.01 Hydrostatic Testing

1. Pressure Testing

All newly laid pipe, including fittings, valves and service lines shall be pressure tested in accordance with AWWA Standard C600 and these documents where applicable.

The Contractor shall provide all necessary equipment and instrumentation (pressure gauges, volume gauges, hoses pumps, test pipe, test fittings, etc.) required for flushing and testing of the piping systems. Pressure gauges shall be marked in graduated increments that do not exceed 2 pounds per square inch. Gauges used to measure the volume of water necessary to raise post-test line pressure back to the highest pressure achieved during the test duration will be marked in graduated increments which do not exceed 5 ounces. If requested by the Engineer, the Contractor shall furnish to the Engineer certified test data for the pressure gauges and recorders used on hydrostatic equipment. Water for test purposes will be supplied by the Department. At the option of the Engineer, flow meters and/or pressure gauges used on hydrostatic testing equipped with approved strip or round chart recorders shall be supplied by the Contractor. Tests shall be made in sections not to exceed 1/2 mile. Testing shall be conducted in the presence of and to the satisfaction of the Engineer as a condition precedent to the approval and acceptance of the system. Not less than 3 days of notice shall be given prior to start of such tests, and such testing shall not be scheduled until preliminary testing by the Contractor has indicated that the test section is ready for testing. The schedule and procedures for testing shall be determined by the Contractor and reviewed with the Engineer prior to testing.

The duration of each pressure test shall be at least 2 hours with a minimum test pressure in excess of 150 psi. At no time shall the test or line pressure exceed 190 psi. If required by the Engineer, pump test equipment will be equipped with pressure relief valves pre-set to 190 psi. Each valved section of pipe shall be slowly filled with water and a pump shall be connected to the low point of the section being tested.

Before conducting the test, the Contractor shall backfill all pipe and reaction blocking unless the Engineer directs certain joints or connections to be left uncovered. When reaction blocking is provided, the pressure test shall not be made until adequate curing time for the blocking has been allowed.

Before application of the test pressure, all air shall be expelled from the pipe. To accomplish this, taps will be made, if necessary, at points of highest elevation and afterward tightly stopped with tapered brass plugs, all at the Contractor's expense.

At the end of the 2-hour test period, the Contractor will be required to pump the lines back up to the highest pressure obtained during the duration of the test period.

Pressure tests shall be made between valves to demonstrate the ability of the valve to sustain pressure. All piping systems shall be tested in accordance with these test methods in addition to any other tests required by local plumbing codes or building authorities.

Throughout the duration of the test, the Contractor is required to maintain a minimum pressure in excess of 150 psi. The Contractor is advised that, should the test pressure fall to or below 150 psi any time during the 2-hour test, the test will be considered invalid and a retest will be required. Therefore, it is advised that the Contractor should pump water into the line as the test pressure approaches 150-psi.

The Contractor is warned that pressure testing against existing valves is done at his own risk. Failure of these valves to hold test pressure will not relieve the Contractor of the pressure testing.

All exposed pipe, fittings, valves and joints shall be carefully examined for leaks. Any cracked or defective pipe, fittings, valves or other appurtenances discovered as a consequence of the pressure test shall be removed and replaced with acceptable material. All leaking or defective joints shall be repaired, corrected or replaced. After all necessary replacements and corrections have been made, the test shall be repeated to the satisfaction of the Engineer.

If the pipeline fails the pressure test twice, then the Contractor shall be required to retest the pipeline and provide to the Department certification by a Professional Engineer registered in the State of Florida, that the pipeline has passed the test in accordance with these standards prior to the Water Department scheduling and witnessing the pressure test.

2. Leakage Tests for Pipelines

Concurrently with pressure testing, pipelines shall be subjected to leakage tests.

Leakage measurements shall not be started until a constant test pressure has been established in excess of 150 psi.

The duration of each leakage test shall be at least 2 hours and the test pressure shall be as specified for the pressure tests. Leakage is defined as the quantity of water that must be supplied into the pipeline or section thereof to maintain the established test pressure after the air in the pipeline has been expelled and the pipe filled with water plus that volume of water required at the conclusion of the test to bring the line pressure back up to the highest pressure obtained during the duration of the test period.

The maximum allowable leakage shall not exceed the number of gallons per hour (gph) as determined by the following formula:

$$L = (SD \times \sqrt{P}) / 148,000$$

where,

L - allowable leakage, gph

S - length of pipeline tested, feet

D - nominal diameter of the pipe, inches

P - average test pressure during the leakage test, psi gage

When leakage exceeds the allowable limit, the defective pipe or joints shall be located and repaired. All visible leaks are to be repaired regardless of the amount of leakage. If the defective portions cannot be located, the Contractor shall remove and reconstruct as much of the work as is necessary until the leakage is within the allowable limits. Such corrective work or damages to other parts of the work as a result of such work shall be at the Contractor's expense.

Leakage detection at mechanical joints shall be stopped by tightening the gland (not to exceed required torque) and leaking slip joints shall be cut out and entirely replaced or if permission is given by the Engineer, it may be repaired by a suitable clamp. Any split, cracked or defective pipe, fittings, valves, or hydrants discovered as a result of this test shall be removed and replaced by the Contractor with sound material and then test shall be repeated.

If the pipeline fails the test twice, the Contractor shall be required to retest the pipeline and provide the Department certification by a Professional Engineer registered in the State of Florida that the pipeline has passed the test in accordance with these standards.

T3.02 Disinfection

The Contractor shall disinfect the water mains in accordance with the applicable section of the latest AWWA

Specification C651, as summarized below. The Contractor, if directed, shall use the method specified by the Engineer.

Method of Chlorination

1. Continuous Feed Method

The continuous feed method consists of a) completely filling the main to remove air pockets, b) flushing the main with a velocity not less than 2.5 fps, c) at a point not more than 10 feet downstream of the water source flushing the new main; chlorine is to be injected in the new main at a constant rate sufficient to establish a 25 mg/L chlorine concentration throughout the main, d) Note table for amount of sufficient chlorine required for each 100 foot section of pipe of various diameters.

<u>Pipe Diameter</u>	<u>100% Chlorine (lb)</u>	<u>1% Chlorine Solution (gal)</u>
6	0.030	0.36

The chlorinated water shall be retained in the main for at least 24 hours and have a residual of not less than 10 mg/L free chlorine prior to flushing.

1. Testing

Upon completion of the hydrostatic test and disinfection, the Contractor shall contact the Department's Construction Section requesting a bacteria test. The Contractor shall install sample taps on the new main and at the end of each new branch of the piping system. The Contractor shall flush the chlorinated disinfection water from the piping system until a free chlorine residual of 1 to 1.5 mg/L is maintained. The Engineer will pull a water sample on 2 consecutive days allowing 24 hours for each sample to be processed.

The contractor shall coordinate the scheduling of the sampling procedure a minimum of one-week in advance of wanting the sample to be pulled. Due to the varying workload, the sample will be scheduled and pulled as the schedule permits. All failed samples, or samples that are not ready at the time of collection, will be charged to the contractor at the current rate it costs the Department per sample.

Due to the requirements from the FDEP, the contractor may be required to remobilize to the job site thirty to forty-five days after the samples have been cleared to perform necessary meter transfers and/or cut and plugs.

Samples for bacterial analysis will be taken and analyzed by the Department. The sampling process may only begin on Mondays or Wednesdays. Two consecutive approved samples, taken 24 hours apart, will be required. Those samples will be pulled by the Water Department 24 hours apart. If the first sample is taken on Monday, the second sample must be taken on Tuesday. If the first sample is taken on Wednesday, the second sample will be taken on Thursday. No samples will be taken on Friday and the sampling process will not begin on Tuesday or Thursday. All drilling and tapping equipment shall be sterilized as directed by the Engineer.

After completing the testing and sterilizing and regardless of ground conditions, all sample taps and corporation stops shall be removed from the pipe and replaced with tapered brass plugs.

T4.00 RESTORATION

T4.01 Waste Material Disposal

The Contractor shall remove and dispose of all debris and excess spoil resulting from clearing, demolition and excavation operations. Natural waterways or bodies water shall not be used for disposal or debris.

All debris shall be disposed of at a site approved and permitted by the State for such disposal. Clean spoil may be disposed on private property only with written authorization of the property owner.

Burning of brush or debris may be permitted, if allowed by the City, subject to the Contractor's securing permits and providing such fire watch and notification of local fire companies as may be required by local law or ordinance. Such permits, however, shall not relieve the Contractor of his responsibilities or liabilities with regard to protecting public health or properties.

T4.02 Repair and Resurfacing

Where street paving, driveways, sidewalks or curb and gutter is disturbed, restoration shall be made to a condition at least equal to the original. All materials used for restoration shall conform to standard requirements of that particular agency responsible for roadway maintenance where construction takes place. All restoration work shall also meet the requirements of both the permitting agency as well as the City. The Contractor shall determine, to his own satisfaction, any requirements and procedures, other than those set forth herein, which may affect the type, quality and method of carrying out the restoration to the satisfaction of the Department of areas to be restored.

Base material shall be of the type removed or of equal or greater structural strength as determined by the Engineer. Existing base material from the excavation shall not be reused as base material, but may be used as a stabilizer, or for trench backfill after removal of existing asphalt, unless it is determined by the Engineer to be unsuitable.

Edges of pavement shall be mechanically sawed to provide a neat, straight edge to the width shown on the plans, or greater if necessary, prior to replacement. Base material shall be placed to the depths required by permitting agency and thoroughly compacted to the density required by the Department or to the standard of the governing permitting agency.

The Contractor shall pay careful attention to the proper reconstruction of the pavement adjacent to the gutters and at street intersections to obtain satisfactory drainage to inlets from the intersecting streets.

Pavement replacement shall be with the same materials as removed and installation methods and procedures shall comply with the appropriate procedures established by the FDOT Standards Specifications or the appropriate permitting agency.

In the absence of governing agency requirements, where asphaltic concrete overlays are performed, the overlays shall be 1 inch thick over the pipe trench area as directed by the Department so as to provide a smooth transition between the existing pavement and the overlay pavement. In the event that the contractor maintains his disturbed area within the maximum pay limits but the jurisdictional authority requires milling and overlaying in excess of the maximum pay limits, the contractor will be paid for the additional milling and overlaying at the appropriate contract unit prices.

Permanent pavement replacement shall not commence until acceptable to the Engineer. Until such replacement is completed, the Contractor shall maintain all trenches and disturbed areas, providing additional base materials as is necessary to maintain smooth transition of the areas by vehicular traffic and providing dust control as necessary.

T4.03 Pavement Marking

Where shown or required for repaired/replaced pavement, pavement marking shall be painted with thermoplastic markings.

Thermoplastic compound sealing primer and glass spheres shall meet the requirements of FDOT Standard Specifications, Sections 711 and 971, or the requirements of the governing permitting agency.

Pavement marking of repairs/replacements shall match the previously existing pavement where applicable. Where markings are required other than replacement of previously existing markings, the Contractor shall follow the requirements of the U.S. Department of Transportation, Manual of Uniform Traffic Control devices for streets and Highways. Application of thermoplastic markings shall comply with FDOT Standard Specifications, Section 711, or the requirements of the governing permitting agency. Reflective pavement markers (RPMs) shall be installed to match the pattern in place prior to the start of construction.

T4.04 Street Signs, Traffic Signs and Informational Signs

Removal and relocation of all street or traffic signs shall be approved through the appropriate permitting agency.

The Contractor will furnish and install project informational signs as indicated in the contract documents and as directed by the Engineer. The Contractor will remove the sign at the conclusion of the project. Compensation will be in conformance with the appropriate pay item(s).

T4.05 Sodding

All areas designated by the Engineer to be sodded shall be sodded according to installation procedures and materials outlined herein.

Sod shall be of the same type as the surrounding grassed areas (unless specified otherwise by the Department), be free of weeds, and have well matted roots. The sod shall be live, fresh, and uninjured at the time of placing. Materials for sodding shall meet the applicable requirements of Sections 575 and 981 of the FDOT Standard Specifications, or the requirements of the governing permitting agency. Except as required to match surrounding grassed areas, sod may be St. Augustine, Bahia, or other varieties as selected by the Department.

Areas designated to be sodded shall first be fine graded to match surrounding areas and scarified or loosen to a suitable depth. Sod shall be placed as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. Methods for sodding shall meet the applicable requirements of Section 575 of the FDOT Standard Specifications, or the governing permitting agency.

WATER MATERIAL SPECIFICATIONS

GENERAL REQUIREMENTS

All materials shall be in accordance with these Material Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable law, ordinances and codes. All materials or products that will be in contact with potable water shall be listed by the National Science Foundation (NSF-61 listed) or by an approved certifying agency as conforming to the requirements of ANSI/NSF-61.

Items designated to be “domestically manufactured” shall be manufactured, assembled and tested in their entirety within the United States of America or its territories. Items designated to be “domestically assembled” may be foreign-manufactured but shall be assembled and tested in their entirety within the United States of America or its territories. Items requiring a “domestic presence” may be foreign-manufactured and/or assembled and/or tested, but the manufacturer shall have a designated representative or agent located within the United States of America, and that representative or agent shall be available to provide on-site service if required by the City of Tampa Water Department (Department).

All materials shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and intended for the use for which they are offered. Materials or equipment which, in the opinion of the Department, are inferior or are lower grade than indicated, specified or required, shall not be accepted. All materials used in this contract must be approved in advance by the Engineer. In conformance with section G-4.02 of these contract documents, any two items of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer. Unless approved in advance by the engineer, only one manufacturer may be used for each item under this contract.

POLYETHYLENE ENCASEMENT

1. GENERAL

Polyethylene encasement shall conform to the requirements of ANSI/AWWA C-105/A21.5 Method A and shall be 8-mil thick. Polyethylene encasement shall be installed on all buried ductile iron pipe, fittings, valves, and appurtenances where shown on the drawings or as directed by the Water Department as dictated by field conditions. It shall be blue in color.

2. PRODUCT

The raw material used to manufacture polyethylene encasement shall be Type 1, Class A Grade E-1 in accordance with ASTM D-1248

The polyethylene encasement shall meet the following test requirements:

Tensile Strength	1200 psi minimum
Elongation	300% minimum
Dielectric Strength	800 V/Mil thickness, minimum
Thickness	0.008” (8-mils minimum nominal, with minus tolerance < 10% of nominal)
Melt Index	0.4 maximum

3. QUALITY CONTROL AND TESTING

When submitting for approval polyethylene not listed in Section 4, manufacturer shall include drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the polyethylene may be rejected at the sole option of the City.

4. MANUFACTURER

All polyethylene encasement shall be domestically manufactured.

WATER METER BOXES & COVERS

1. GENERAL

HDPE (high density polyethylene) water meter boxes shall be manufactured in accordance with these specifications.

Meter box covers ("Covers") provided under this specification shall be ductile iron with hinged reading lid (where specified) or black HDPE without reading lid. Covers provided shall be designed to withstand incidental ("standard") loading or heavy traffic loading as specified herein.

Meter boxes and meter box covers provided shall be in accordance with City of Tampa Water Department "Standard Dimension Details" for meter boxes (see Std. Details 5.10, 5.10A, 5.11, 5.11A and 5.12).

2. PRODUCT

a. HDPE Meter Boxes

1) The HDPE meter box shall be 100% homogenous high-density polyethylene of one-piece molded construction, with dimensions as shown in the referenced drawings. The box shall be tested to withstand a freestanding 20,000 lb. vertical load and a sidewall loading of 180 pounds per square inch. All edges shall be clean and smooth for safety during handling. Exterior wall shall be of smooth finish, black in color, and have ultraviolet degradation protection properties for above ground storage. Interior wall shall be of smooth finish and color shall be black or white. Meter boxes shall not exceed 25 lbs. in weight, shall have pre-cut pipe entry areas, and shall be designed to be securely stackable.

b. Meter Box Covers

1) Ductile Iron Cover

i. All "standard" ductile iron (DI) meter box covers shall be manufactured to meet or exceed requirements of ASTM A-536 "Standard Specification for Ductile Iron Castings", latest edition, and shall be designed to meet the requirements for AASHTO Incidental Traffic H-10 loading. All "extra-heavy" covers shall meet the requirements for AASHTO Full Traffic H-20 loading.

ii. DI covers must be certified by the ductile iron manufacturer and by an independent testing laboratory. DI covers shall be designed and manufactured to withstand a minimum compressive load of 20,000 lbs. on a 9-inch square load area.

iii. All DI meter box cover castings shall be surface pre-treated with a phosphate wash, rinse, and sealer before drying. The coating shall be a polyester based powder (to provide corrosion, impact and UV resistance), electrostatically applied and heat-cured. The coating shall be Mega-Bond by EBAA Iron, or approved equal.

2) Ductile iron “standard” meter box covers shall include hinged reading-lids as specified in City of Tampa Water Department “Standard Dimension Details” for meter boxes. Extra-heavy covers shall be solid without reading-lids.

3) All HDPE “standard” meter box covers shall be polyethylene of one-piece molded construction, with dimensions and lettering as shown in the referenced meter box drawings.

4) All HDPE “standard” meter box covers shall be designed to meet the requirements for AASHTO Incidental Traffic H-10 loading. All HDPE “extra-heavy” covers shall meet the requirements for AASHTO Full Traffic H-20 loading.

5) Certification must be provided by the manufacturer and by an independent testing laboratory that lids provided meet the respective loading requirements.

6) All covers shall have UL/FM approvals.

7) All covers under this specification shall be sized to fit the appropriate Brooks Products, Inc., Orlando, Florida concrete meter boxes, numbers 36, 37, 66 and Dual H:

Description	¾" Dual	1" Single	1½"-2" Single
Meter Box Type	Dual H	#37	#66
Meter Box Cover	16-9/16" x 14-9/16"	18-1/8" x 11-1/4"	30-1/2" x 17-1/2"
Hinged Reading Lid	4-5/8" x 7-5/8"	4-5/8" x 7-5/8"	6½" x 9½"

8) Ductile iron reading lids shall be manufactured to meet or exceed requirements of ASTM A536, latest edition.

9) Reading lids shall be supplied with a slot for engaging a raising-hook, to permit reading the enclosed water meter without removing the box cover. Reading-lids shall be made of ductile iron, hinged, and secured in place by a suitable stainless steel (Type 304) hinge pin.

c. Meter boxes shall be dimensioned to accommodate meter box covers as specified.

3. QUALITY CONTROL AND TESTING

a. The Contractor shall furnish engineering performance data at the time of submittals for each size meter box and cover proposed for use. Such data shall contain but may not be limited to: 7-day and 28-day concrete compression tests, sieve analysis of aggregates, water/cement ratio and curing process, and any other applicable tests as required.

b. The Contractor shall furnish two sets of shop drawings at the time of submittals, for boxes and covers which differ from the standards. The shop drawings shall note the dimension, thickness and tolerances to allow review of material.

The Water Department may request that the Contractor furnish a sample of each type of meter box and cover proposed for use. This sample shall be returned to the Contractor at the Contractor's expense. Failure to submit samples, if requested, may result in the rejection of the item.

c. All covers must offer a minimum of a full 10-year warranty against defects, breakage, etc., under normal use conditions.

4. MANUFACTURER

All meter boxes (and covers) proposed for use shall be submitted to the City for review and approval.

RESTRAINT DEVICES for DUCTILE IRON PIPE **(for Push-on-, Mechanical-, and Flanged Joint Pipe and Fittings)**

1. GENERAL

Mechanical restraint devices shall be used to restrain plain ends of ductile iron pipe to push-on, mechanical, or flange joints, or fittings which meet ANSI/AWWA C-110/A21.10 and ANSI/AWWA C-111/A21.11, latest revisions.

Wedge action restraint for mechanical and flange joint pipe and fittings shall be incorporated in the design of the follower gland and shall include a restraining mechanism (the lug) which, when activated, imparts multiple wedging actions against the pipe, thereby increasing its restraint on the pipe as the joint tries to separate. "Twist-off nuts" shall be used to ensure proper actuating of the restraining device.

2. PRODUCT

a. Push-on Joint Restraint (for 4" - 36" pipe only)

Restraint of push-on joint pipe shall be with "locking gaskets", consisting of an EPDM rubber gasket with high-strength stainless steel locking elements vulcanized into the gasket, which when activated develop wedging action between the pairs of stainless steel elements spaced around the gasket.

b. Flange Joint Restraint

Flange joint restraint fittings shall include all individually activated gripping wedges and gaskets. Flange joint restraint fittings shall attach to the plain end of a pipe by wedge screws to produce a flange which joins to an existing integral companion flange. Flange joint restraint fittings shall be constructed of ductile iron meeting ASTM A536 and manufactured in accordance with ANSI/AWWA C-110/A21.10 (or C-153/A21.53) and C-111/A21.11, latest revision. All flanges shall have bolt circle and bolt holes which match a Class 125 flange and are compatible with ANSI/AWWA C-115/A21.15. Gasket shall be made of EPDM rubber.

c. Mechanical Joint Restraint

The wedge action follower glands shall be manufactured of ductile iron conforming to ASTM A536-80. The wedging lug and bolt shall be manufactured of ductile iron which has been heat-treated to a minimum hardness of 370 BHN.

Wedge action glands shall be dimensioned such that they can be used with standard mechanical joints and have tee-head bolts conforming to ANSI/AWWA C-111/A21.11 and ANSI/AWWA C-153/A21.53, latest revision.

d. Existing Pipe Joint Restraint

(1) Split-restraint fittings for mechanical joints on existing pipe installations shall be manufactured in accordance with these technical specifications; however, split-restraint fittings shall be segmented to allow restraint of existing ductile iron mechanical joints meeting AWWA C111.

(2) Split-restraint fittings for existing pipe bell-and-spigot joints shall consist of split restraint rings, one installed on the pipe barrel behind the bell. Restraint devices shall be ductile iron per ASTM A536, latest revision, min. Grade 60-42-12. Threaded rods shall be high strength low-alloy steel per AWWA C111, latest revision.

e. Coatings

(1) Flange Adapters shall be provided with painted "shop coat", or approved equal.

(2) Retainer glands shall be provided with a bituminous coat.

(3) Existing pipe push-on joint restraint fittings shall be provided with a bituminous coat.

3. QUALITY CONTROL AND TESTING

a. Pipe restrained with mechanical restraint devices specified shall be capable of withstanding the following pressures:

Push-on and Mechanical Joint Pipe - 4" - 16" min. 350 psi

Flanged Joint Pipe - 4" - 36" min. 250 psi

b. Burst pressure tests shall be performed as specified in ANSI/AWWA111/A21.11, latest revision.

c. When submitting for approval of restraint devices not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the restraint fittings may be rejected at the sole option of the City.

d. Pipe restrained with retainer glands specified shall be capable of withstanding twice the rated pressure of the restraint device for five minutes with no leakage or movement.

4. MANUFACTURER

All restraint devices proposed for use shall be submitted to the City for review and approval.

DUCTILE IRON PIPE
(Push-On-, Mechanical-, Flexible-, and Manufactured Restrained Joint)

1. GENERAL

Ductile iron pipe shall be domestically manufactured in accordance with the latest revision of ANSI/AWWA C-151/A21.51. Pipe shall be furnished in 18 or 20 foot laying lengths. Pipe shall be lined with a standard thickness cement mortar lining and seal coated in accordance with the latest revision of ANSI/AWWA C-104/A21.4 and NSF 61. Pipe outside coating shall be an asphaltic coating in accordance with ANSI/AWWA C-151/A21.51, latest revision. All pipe materials used in potable water systems shall comply with NSF Standard 61. Unrestrained joint pipe shall be either the rubber-ring compression-type push-on joint or mechanical joint.

2. PRODUCTS

a. Push-on Joint Pipe

Push-on joint pipe shall be supplied with all joint accessories. Accessories shall include gaskets and lubricant in sufficient quantity for the proper assembly of each joint. Gaskets for push-on joints shall be made of ethylene propylene diene monomer (EPDM) rubber, except: Acrylonitrile butadiene (NBR) gaskets shall be used for potable water mains that are located in soil that is contaminated with low molecular-weight petroleum products or non-chlorinated organic solvents or non-aromatic organic solvents. Fluorocarbon (FKM) gaskets shall be used for potable water mains that are located in soil that is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons. Fluorocarbon (FKM) gaskets shall be used for potable water mains if the soil is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons, and is also contaminated with low molecular-weight petroleum products or organic solvents. All plain ends shall be painted with a circular stripe on the pipe barrel to allow a visual means of checking proper assembly.

- All push-on joints shall be in accordance with ANSI/AWWA C-111/A21.11, latest revision.
- Pressure Class shall be as follows: 4" - 16" min. 350 psi

b. Mechanical Joint Pipe

Mechanical joint pipe shall be supplied with all joint accessories. Accessories shall include lubricant, gaskets, ductile iron glands, bolts, and nuts, all in sufficient quantity for the assembly of each joint. The bolts and nuts shall be manufactured of high-strength, low-alloy steel such as "Corten", "Usalloy", or "Acipalloy". The follower gland shall be ductile iron. Gaskets for mechanical joints shall be made of ethylene propylene diene (EPDM) rubber.

- All mechanical joints shall be in accordance with ANSI/AWWA C-111/A21.11, latest revision.
- Pressure Class shall be as follows: 4" - 16" min. 350 psi

c. Manufactured Restrained Joint Pipe

Joints shall be push-on in accordance with ANSI/AWWA C-111/A21.11. Joints shall be secured by wedged locking shims or a follower gland which shoulder against a retaining ring permanently fastened to the

spigot end of the pipe within the joint. Gaskets for manufactured restrained pipe joints shall be made of EPDM rubber.

- Pressure Class shall be as follows: 4" - 16" min. 350 psi

3. QUALITY CONTROL AND TESTING

- a. All pipe shall meet or exceed all hydrostatic, performance and acceptance tests as set forth in ANSI/AWWA C-151/A21.51, latest revision.
- b. When submitting for approval of ductile iron pipe not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, pressure class or thickness class, performance standards, etc. If this documentation is omitted, the ductile iron pipe may be rejected at the sole option of the City.

4. MANUFACTURER

All ductile iron pipe proposed for use shall be submitted to the City for review and approval.

GATE VALVES, RESILIENT SEAT

1. GENERAL

All gate valves shall conform to AWWA C-509 or AWWA C-515 and requirements contained herein.

2. PRODUCT

AWWA C-509 VALVES (Cast Iron or Ductile Iron) and AWWA C-515 (Ductile Iron)

a. General

1) Resilient Seat Gate Vales ("Valves") provided under this specification shall be suitable for installation on ductile iron or cast iron pipe, and C-900 PVC. Valves shall be manufactured in accordance with AWWA C-509 or AWWA C-515, latest editions, as applicable, and as specified herein.

2) "Standard valves" shall refer to resilient seat gate valves with mechanical joints at both ends meeting specifications stated herein.

3) "Tapping valves" shall refer to resilient seat gate valves with one end mechanical joint, and one end flanged, meeting specifications stated herein.

4) Resilient seats for valves shall be made of EPDM rubber.

5) Mechanical joint gaskets shall be made of EPDM rubber.

b. Standard and Tapping Valves

1) Valves shall be of the non-rising stem type that shall open by turning a two-inch square

AWWA operating nut clockwise (open right).

2) Valve stems shall be stainless steel and manufactured in accordance with AWWA C-509/C-515. Stems, stem-nuts and wedges shall act independently. Stems shall be sealed by at least two O-ring seals, one located both above and below the thrust collar. Stems shall be provided with low friction torque reducing thrust bearings. Thrust washers may be used to separate the thrust collar from iron surfaces.

3) Valve bodies and gates shall be cast iron or ductile iron manufactured in accordance with ASTM A126 or ASTM A536 respectively, and AWWA C-509 or AWWA C-515 as applicable, latest revisions. All internal and external exposed ferrous surfaces of the valve body and gate shall have an epoxy coating applied to a minimum of eight mils, in accordance with AWWA C-550 latest edition. Non-metallic resilient seats shall be bonded to the gate; mechanically attached seats will not be accepted. The method of bonding shall be approved by ASTM D429 A or B as specified in AWWA C-509/C-515. Hollow gates shall be provided with a drain in the bottom to flush the internal cavity of foreign material and stagnant water each time the valve is operated.

4) All bonnet bolts, gland bolts, nuts and other trim hardware exposed to the outside environment shall be stainless. Thrust collar tie-rod bolts shall be stainless steel.

5) Mechanical joints and accessories shall be manufactured in accordance with AWWA Standard C110 and C111, latest revision, with exceptions noted herein. Mechanical joint bolts-and-nuts shall be manufactured of high-strength, low-alloy steel such as "Corten", "USalloy", or "ACIPalloy". Joints requiring a shorter bolt than called for in AWWA Standard C111 shall be supplied as required. Mechanical joint gaskets shall be made of EPDM rubber.

3. QUALITY CONTROL AND TESTING

a. Catalogs and maintenance data shall be provided as required by the Engineer. The catalogs and maintenance data shall contain sufficient detail to serve as a guide in the valve assembly, valve disassembly, the ordering of repair parts, complete valve lubrication and valve maintenance information.

b. Valves shall meet or exceed test specifications as set forth in AWWA C-509/C-515, latest editions, as applicable.

c. The Water Department may request samples of proposed valves. Samples shall be supplied and/or returned to the Contractor at the Contractor's expense.

d. Failure to submit samples within 10 calendar days after the date of a written request shall result in rejection of that item.

e. Bolt manufacturer's certification of compliance shall be provided with each mechanical joint accessory package.

f. The resilient seat shall be bubble-tight against a 200-psi water working pressure and maintain zero leakage at all times.

4. MANUFACTURER

All valves proposed for use shall be submitted to the City for review and approval.

VALVE BOXES
(Class 35 Grey Iron)

1. GENERAL

Valve boxes provided under this specification shall be designed to provide access to an underground valve 2-inch operating nut at a depth of 2-feet or greater. Valve boxes shall be suitable for installation in areas subject to heavy vehicle traffic loading.

2. PRODUCT

Valve boxes shall include removable valve box cover with "WATER" label as shown on the Standard Dimension detail titled "Valve Box". All valve boxes shall be manufactured of Class 35 grey iron. All valve boxes shall consist of four parts: valve box covers, risers, top sections, and bottom sections. All valve boxes shall be the same dimension, within manufacturing tolerances, as shown in Standard Dimension Detail "Valve Box".

3. QUALITY CONTROL AND TESTING

When submitting for approval of valve boxes not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the valve boxes may be rejected at the sole option of the City.

4. MANUFACTURER

All valve boxes proposed for use shall be submitted to the City for review and approval.

COMPACT ANCHOR FITTINGS - DUCTILE IRON

1.0 GENERAL

Ductile Iron Compact Anchor Fittings ("Fittings") provided under this specification shall be manufactured in accordance with AWWA Standard C-153 and C-111, latest editions, and as specified herein. Joint accessories shall be provided with fittings.

2.0 PRODUCT

a. Tees

(1) Both joints on the run of all anchor tees shall be mechanical joint in accordance with AWWA Standard C-111, latest edition.

(2) All mechanical joints shall be supplied with a joint accessories package (bolts, nuts and gasket) as part of the anchor fitting. MJ Gaskets shall be made of EPDM rubber formulated to resist chloramine degradation. All anchor fittings shall be compatible with mechanical joint connections in accordance with AWWA C-111, latest edition, and shall be capable of mechanical restraint so as to eliminate the need for additional thrust restraints.

(3) The standard anchor tee branch shall have an anchoring "plain end" which includes an integral or split follower gland, suitable for connecting to mechanical joint fitting meeting ANSI/AWWA C-111/A 21.11.

b. Anchor Elbow and Anchor Coupling

The Anchor x Anchor elbows and anchor couplings shall have for both ends anchoring "plain ends". These "plain ends" shall have integral or split follower glands, suitable for mechanical joint fittings meeting ANSI/AWWA C-111/A 21.11.

c. Joint Accessories

- (1) All T-head bolts and nuts for joints shall be domestically manufactured high-strength, low-alloy steel such as "Corten", "Usalloy," or "ACIPalloy."
- (2) All joint accessories shall be furnished with anchoring fittings.
- (3) All gaskets shall be EPDM rubber.

All anchoring fittings shall be furnished with either: i) a standard thickness cement mortar lining seal coated in accordance with AWWA Standard C-104, latest edition, and an exterior, asphalt coating which conforms to ANSI/AWWA C-151/A21.51; or, ii) have factory-applied fusion bonded epoxy coatings both inside and outside, in accordance with AWWA C550.

All fittings shall have a minimum pressure rating of 350 psi.

3.0 QUALITY CONTROL AND TESTING

- a. All anchor fittings shall meet or exceed acceptance, performance and hydrostatic testing in accordance with AWWA Standard C-153 and C-111, latest editions.
- b. When submitting for approval of ductile iron compact anchor fittings not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the ductile iron compact anchor fittings may be rejected at the sole option of the City.

4.0 MANUFACTURER

All ductile iron compact anchor fittings proposed for use shall be submitted to the City for review and approval.

COMPACT MECHANICAL JOINT FITTINGS-DUCTILE IRON

1. GENERAL

- a. Ductile iron compact mechanical joint fittings shall be manufactured in accordance with ANSI/AWWA C-153/A21.53, latest revisions and the specifications stated herein. Fittings shall be listed by the National Sanitation Foundation (NSF) and shall conform to the requirements of NSF-61.
- b. Whenever the word "fitting" is used in this specification, it shall mean "Compact Ductile Iron Mechanical Joint Fitting".

2. PRODUCT

For fittings larger than 16-inches physical and chemical properties shall be in accordance with ANSI/AWWA C153/A21.53, latest revision. The minimum working pressure for fittings shall be 350. The minimum wall thickness shall not be less than that of pressure class 350 ductile iron pipe.

b. Joints shall be Mechanical Joint in accordance with ANSI/AWWA C111/A21.11 and C153/A21.53, latest revision, with exceptions noted herein. Mechanical Joint bolts and nuts shall be domestically manufactured of high-strength, low-alloy steel such as "Corten", "Usalloy", or "ACIPalloy". Joints requiring a shorter bolt than called for in ANSI/AWWA C111/A21.11 shall be supplied as required. Gaskets for mechanical joints shall be made of ethylene propylene diene (EPDM) rubber.

c. Exterior Coating and Interior Lining

Mechanical Joint fittings furnished shall have either of the exterior coating and interior lining systems described below:

(1) Cement Mortar Lining: Fittings furnished shall have a standard thickness cement mortar lining and be seal coated in accordance with ANSI/AWWA C-104/A21.4, latest revision. Fittings shall be listed by an approved certifying agency as conforming to all requirements of ANSI/NSF 61 and shall have an asphalt exterior coating which conforms to ANSI/AWWA C-153/A21.53.

(2) Fusion-bonded Epoxy: Fittings shall be coated inside and out with fusion-bonded epoxy, and be in conformance with the requirements of ANSI/AWWA C-116/A21.16 and AWWA C-550, latest revisions. Fittings shall be listed by NSF or by an approved certifying agency as conforming to all requirements of ANSI/NSF 61.

3. QUALITY CONTROL AND TESTING

a. All fittings specified herein shall meet or exceed all hydrostatic, performance, and acceptance tests in accordance with ANSI/AWWA C153/A21.53 latest revision.

b. When submitting for approval ductile iron compact MJ fittings not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the ductile iron compact MJ fittings may be rejected at the sole option of the City.

4. MANUFACTURER

All ductile iron compact MJ fittings proposed for use shall be submitted to the City for review and approval.

OFFSETS
(Ductile Iron, Mechanical Joint)

1. GENERAL

All ductile iron mechanical joint offsets shall be of ductile iron and manufactured in accordance with and ANSI/AWWA Standards C-110/A21.10 (or C-153/A21.53) and C-111/A21.11, latest revisions.

2. PRODUCT

a. Ductile iron mechanical joint offsets shall have a minimum pressure rating of 350 psi.

b. Joints shall be mechanical joints in accordance with C-111/A21.11, latest revision. All joint accessories shall be furnished with the fittings. Mechanical joint bolts and nuts shall be domestically manufactured of high-strength, low-alloy steel such as "Corten", "Usalloy", or "ACIPalloy". The follower gland shall be manufactured from ductile iron. The gasket shall be made of EPDM rubber.

c. Mechanical Joint fittings furnished shall have either of the exterior coating and interior lining systems described below:

(1) Cement Mortar Lining: Fittings furnished shall have a standard thickness cement mortar lining and be seal coated in accordance with ANSI/AWWA C-104/A21.4, latest revision. Fittings shall be listed NSF or by an approved certifying agency as conforming to all requirements of ANSI/NSF 61 and shall have an asphalt exterior coating which conforms to ANSI/AWWA C-110/A21.53.

(2) Fusion-bonded epoxy: Fittings shall be coated inside and out with a minimum 8 mils of fusion-bonded epoxy, and be in conformance with the requirements of ANSI/AWWA C-116/A21.16 and AWWA C-550, latest revisions. Fittings shall be listed by an approved certifying agency as conforming to all requirements of ANSI/NSF 61.

3. QUALITY CONTROL AND TESTING

a. Ductile iron mechanical joint offsets shall meet or exceed pressure, hydrostatic and all other tests set forth in ANSI/AWWA C-110/A21.10 (or C-153/A21.53), latest revision.

b. Submit in duplicate notarized certificates of conformance that all tests and inspections performed on ductile iron mechanical joint offsets as required by the ANSI/AWWA standards C-110/A21.10 (or C153/A21.53) have been satisfied.

c. When submitting for approval of ductile iron mechanical joint offsets not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the ductile iron mechanical joint offsets may be rejected at the sole option of the City.

4. MANUFACTURER

All ductile iron mechanical joint offsets proposed for use shall be submitted to the City for review and approval.

MECHANICAL JOINT BOLTS-AND-NUTS

1. GENERAL

All mechanical joint bolts and nuts shall be manufactured in accordance with ANSI/AWWA C-111/A21.11, latest revision, and shall also adhere to the following specification.

2. PRODUCT

- a. All mechanical joint bolts shall be a Tee-head design with hexagonal nuts. Dimensions shall be in accordance with ANSI/AWWA C-111/A21.11.
- b. All bolts and nuts shall be manufactured of high-strength, low alloy steel in conformance with ANSI/AWWA C-111/A21.11 and ASTM A242, latest revisions.
- c. All bolts shall be designed for internal and external threads to conform to ANSI/ASME B1.1 and B1.2. Thread form shall conform to the standards and dimensions of the coarse-thread series Unified Coarse (UNC); external threads shall be made in compliance with Class 2A limits, and internal threads shall be made in compliance with Class 2B limits. The Contractor is advised that various HDPE MJ adapters may require longer than standard bolts to complete the installation.

3. QUALITY CONTROL AND TESTING

When submitting for approval of mechanical joint bolts and nuts not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the mechanical joint bolts and nuts may be rejected at the sole option of the City.

4. MANUFACTURER

All mechanical joint bolts and nuts proposed for use shall be submitted to the City for review and approval.

SOLID SLEEVES (Ductile Iron, Compact, MJ)

1. GENERAL

Solid sleeves shall be used to join two plain ends of pipe or repair a damaged pipe.

2. PRODUCT

- a. Solid sleeve lengths shall be up to 24-inches. The solid sleeve shall be capable of having two plain ends of pipe inserted into opposite ends of the sleeve. The sleeve is then to be sealed to the pipe by a mechanical joint at each end of the sleeve.
- b. All sleeves shall be manufactured of ductile iron. Solid sleeves shall be manufactured in accordance with ANSI/AWWA Standard C-153/A21.53, latest revision. All sleeves shall be rated for a minimum working pressure of 350 psi.
- c. All solid sleeve sealing ends shall be mechanical joints in accordance with ANSI/AWWA C-111/A21.11, latest revision. All joint accessories shall be furnished with the fittings. All bolts and nuts shall be made of high-strength, low-alloy steel such as "Corten", "Usalloy", or "Acipalloy". The gasket

shall be for a standard Mechanical Joint, in accordance with ANSI/AWWA C-111/A21.11, latest revisions, and be made of EPDM rubber. The follower gland shall be manufactured from ductile iron at least ASTM A536, Grade 70-50-05 in accordance with ANSI/AWWA C-111/ A21.11, latest revision

d. All ductile iron compact solid sleeves shall be furnished with a standard thickness cement mortar lining and seal coating in accordance with AWWA Standard C-104, latest revision.

e. Fittings shall have an exterior, asphaltic coating which conforms to ANSI/AWWA C-153/A21.53.

3. QUALITY CONTROL AND TESTING

a. All solid sleeves shall meet or exceed all testing requirements of ANSI/AWWA C-153/A21.53.

b. When submitting for approval of solid sleeves not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the solid sleeves may be rejected at the sole option of the City.

4. MANUFACTURER

All ductile iron mechanical joint solid sleeves proposed for use shall be submitted to the City for review and approval.

DRY-BARREL FIRE HYDRANTS

1. GENERAL

All non-rising stem dry-barrel hydrants shall be manufactured in accordance with AWWA C-502, latest revision and these specifications.

2. PRODUCT

a. Hydrants shall have a 5/4-inch main valve opening. The main valve shall be of compression-design and shall open against and closing with pressure. The hydrant shall comply with the requirements of Associates Factory Mutual Insurance Companies and have the "FM" symbol cast into the barrel. The hydrant shall be listed with Underwriter's Laboratories. Hydrants shall open by turning the operating nut counterclockwise.

a. The hydrant shall be provided with a breakable traffic feature designed so that the nozzle section of the hydrant can be rotated a full 360 degrees. Break couplings shall be made of cast iron, epoxy coated steel, or forged stainless steel. The lower barrel and shoe shall be made of ductile iron, manufactured in accordance with AWWA C-502, latest revision.

b. All hydrants shall have two 2½-inch bronze nozzles, 180 degrees apart, and one 4½-inch bronze nozzle. All nozzle centerlines shall be at the same elevation. Nozzle outlet threads to be National Standard fire hose coupling screw thread, as described in Appendix A of AWWA C-502. After being coated with an approved anti-seize compound as specified herein, hydrant nozzle shall thread or twist-lock into the hydrant nozzle section; a locking device secures the nozzle. Cast iron or ductile iron nozzle caps provided, with gaskets; nozzle cap nut configuration matches hydrant operating nut. Chains are not

provided on nozzle caps.

c. Hydrant design shall be such that removal of the seat valve drain mechanism, internal rod and all working parts can be accomplished through the top of the hydrant without disturbing the ground-line joint or nozzle section. The shoe inlet shall be mechanical joint, in accordance with AWWA C-111, latest revision. The interior of the shoe and (and upper and lower valves plates, if utilized in design) shall be epoxy-coated in accordance with AWWA C550, latest revision. Accessory kits shall be provided with MJ bolts and nuts and gasket. Mechanical joint nuts and bolts to be manufactured of high-strength, low-alloy steel equal to or better than "Cor-Ten". Main valve gasket and mechanical joint (MJ) gasket made of EPDM.

d. All above-ground external bolts, studs, and nuts made of low-zinc bronze or stainless steel. Below-ground bolts, studs and nuts shall be made of high-strength, low-alloy steel as specified herein, or of stainless steel. When bolts are used at the break coupling, they shall not be frangible.

e. Unless the operating rod is made of stainless steel, the rod shall be sheathed where it passes through a double o-ring seal, sealing the operating threads from the water in the hydrant at all times when the valve is in the open or closed position. Another o-ring shall prevent water from passing between the operating shaft and the sheath. Downward travel of the operating rod and valve assembly shall be controlled by a travel stop device (located in the bonnet only), to prevent the bottom of the main valve from making contact with the epoxy coating of the shoe. Travel stop devices located on the bottom of the operating rod are not acceptable. Bronze operating nuts shall be fully covered with a cast iron or ductile iron weather shield and shall have at least one anti-friction thrust washer to reduce the operating torque when opening the hydrant. The hydrant's bronze main valve seat ring shall thread into a bronze sub-seat or drain ring. The drain outlet for the hydrant shall be eliminated as part of the casting or machining process.

f. Hydrant operating threads shall be lubricated with food-grade anti-seize compound paste upon assembly. Approval for anti-seize compounds shall be requested in writing to the Tampa Water Department, accompanied with a Material Safety Data Sheet from the manufacturer of the compound for review. Anti-seize compound shall not contain any heavy metals.

g. When the hydrant is tested for head-loss as described in AWWA C502, Section 5, latest revision, the maximum head-loss shall not exceed 2.5 psi when flowing at 1000 gpm through the 4 ½-inch nozzle,.

h. Hydrant coatings shall be as specified in AWWA C502 Section 4.02. Additionally, above-ground exterior hydrant coatings shall be minimum 4 mil Dry Film Thickness white primer coating, compatible with Porter high-grade enamel final paint to be applied in the field.

i. If manufacturer uses locking keys to secure the lower barrel to the shoe, all locking keys to be fully coated with a Water Department approved anti-seize compound applied upon assembly

3. QUALITY CONTROL AND TESTING

The following shall be provided upon request of the Engineer:

1. Certified affidavit from an officer of the manufacturer that hydrant conforms to AWWA C502, latest revision, and these specifications.

2. Certified test results from an independent testing laboratory indicating that the hydrant conforms to Section 2.8 of this specification.

3. Certification of Underwriter's Laboratories listing.
4. Certification of compliance with Associates Factory Mutual Fire Insurance Companies specifications.
5. Two sets of engineering performance data, model catalog, and repair parts manual and price lists. Such data shall contain but is not necessarily limited to: head-loss versus flow curves, hydrant parts and materials, hydrant dimensions. Catalog and maintenance data shall also be supplied in sufficient detail to serve as a guide in the assembly and taking-down of the fire hydrant, the ordering of repair parts, and complete lubrication and maintenance information.
6. Failure to submit any of the above certifications or information with the bid package may result in rejection of the bid.
7. The Water Department may request samples of each hydrant. Samples shall be supplied by and, if requested, returned to the bidder at the bidder's expense. Failure to submit samples within 15 working days after the date of a written request shall result in rejection of the bid.

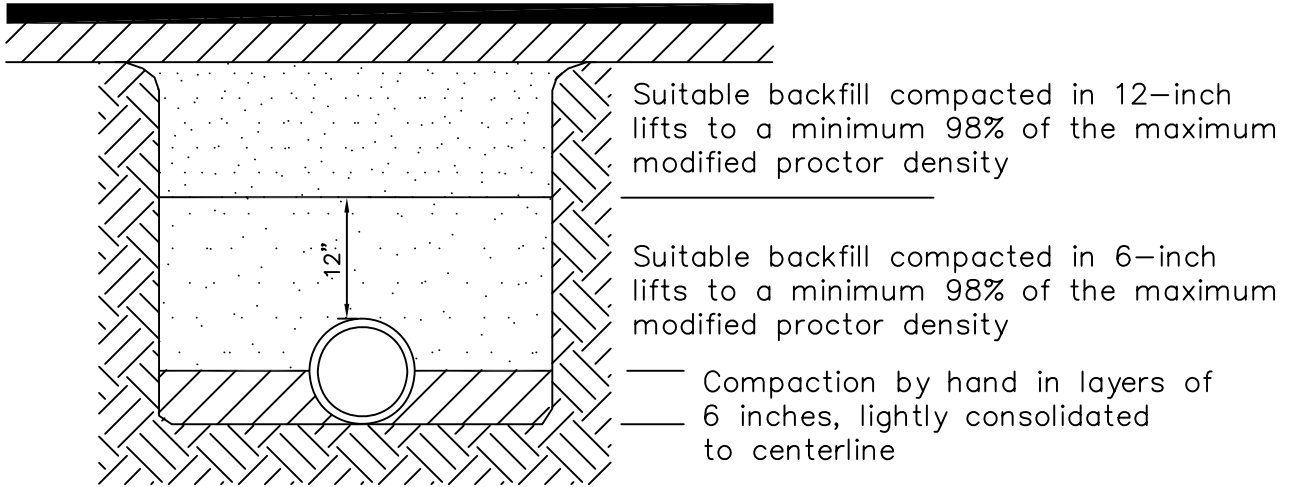
4. MANUFACTURER

Hydrants shall be assembled and tested in their entirety within the United States of America or its territories. The manufacturer of hydrants shall have continuously manufactured, catalogued, sold, and had in service the hydrants in the size proposed for a minimum of five years.

All hydrants proposed for use shall be submitted to the City for review and approval.

WATER DEPARTMENT STANDARD CONSTRUCTION DETAILS

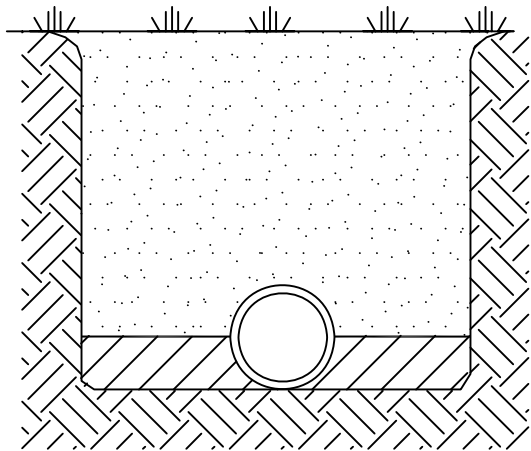
STD. DETAIL #	DISCRIPTION
2.01	TYPICAL TRENCHING, BEDDING AND BACKFILL DETAIL FOR PAVED AREAS
2.02	TYPICAL TRENCHING, BEDDING AND BACKFILL DETAIL FOR NON-PAVED AREAS
2.05	POLYETHYLENE ENCASEMENT INSTALLATION DETAIL
2.07	THRUST BLOCKS FOR BENDS
2.07	PRECAST CONCRETE THRUST BLOCK
2.11	RESTRAINED JOINT STANDARD FOR BENDS, PLUGS, CAPS
2.12	RESTRAINED JOINT STANDARD FOR TEES & REDUCERS
2.19	TEMPORARY TAP INSTALLATION FOR END OF LINE, DI, CI, PVC
3.01	VALVE INSTALLATION W VALVE BOX AND PAD, DI, CI, PVC
3.04	VALVE BOX, SLIP-TYPE
3.05	VALVE BOX ADJUSTMENTS FOR GRADE CHANGE
3.06	CONCRETE VALVE BOX COLLAR DETAIL
4.01	FIRE HYDRANT INSTALLATION
4.02	FIRE HYDRANT METHODS OF INSTALLATION
5.02	SINGLE METER SET DETAIL, .75, 1, 1.5, 2-IN W DI, CI, PVC
5.10A	.75 -IN OR 1-IN SINGLE SERVICE HDPE METER BOX
5.12A	1.5-IN & 2-IN SINGLE SERVICE HDPE & LID METER BOX



NOTES:

1. Type 2 trench is defined as a flat-bottom trench. Lightly consolidate backfill to centerline of pipe.
2. This standard shall be utilized in the absence of specific standards. The standard of the agency controlling the Right-of-Way shall govern unless otherwise directed by the Engineer.
3. Suitable backfill shall be defined as material free from cinders, ashes, refuse, clay, organic matter, boulders, rocks or stones, or other material that in the opinion of the Engineer is unsuitable.
4. Non-pervious areas shall mean any concrete or asphalt curb, sidewalk, trail, driveway, or roadway.

<p>TAMPA WATER DEPARTMENT</p>	<p>APPROVED <u>Sept. 2011</u></p>	<p>REVISED _____ _____ _____</p>	<p>TRENCHING, BEDDING AND BACKFILL DETAIL FOR NON-PERVIOUS (paved) AREAS</p>	<p>2.01</p>
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Suitable backfill compacted in 12-inch lifts to a minimum 95% of the maximum modified proctor density

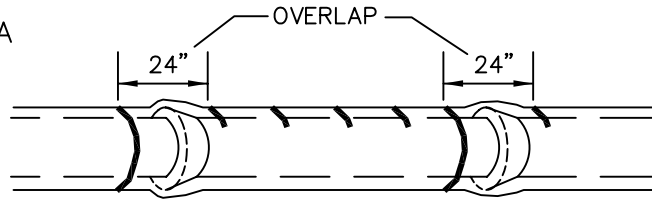
— Compaction by hand in layers of 6 inches, lightly consolidated to centerline

NOTES:

1. Type 2 trench is defined as a flat-bottom trench. Lightly consolidate backfill to centerline of pipe.
2. This standard shall be utilized in the absence of specific standards. The standard of the agency controlling the Right-of-Way shall govern unless otherwise directed by the Engineer.
3. Suitable backfill shall be defined as material free from cinders, ashes, refuse, clay, organic matter, boulders, rocks or stones, or other material that in the opinion of the Engineer is unsuitable.
4. Non-paved area is a pervious area. If any part of the trench is within a concrete or asphalt curb, sidewalk, driveway, or roadway, then Standard Detail 2.01 applies.

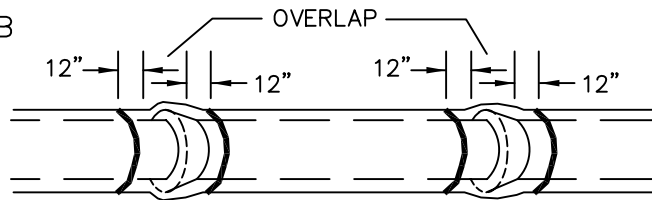
<p>TAMPA WATER DEPARTMENT</p>	<p>APPROVED <u>Sept. 2011</u> _____</p>	<p>REVISED _____ _____ _____</p>	<p>TRENCHING, BEDDING AND BACKFILL DETAIL FOR PERVIOUS (non-paved) AREAS</p>	<p>2.02</p>
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METHOD A



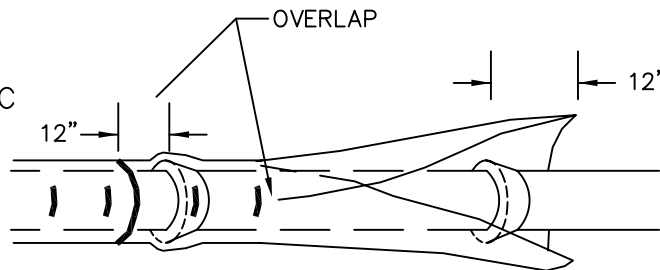
Polyethylene tube is cut into lengths approximately two feet longer than the pipe section and placed around it. After the pipe joint is assembled, the polyethylene tube is made to overlap the joint and the overlap secured in place. Since the tube is considerably larger than the barrel of pipe, it is made to fit snugly by folding over at the top and securing with tape every 24" along the pipe section.

METHOD B



Polyethylene tube is cut one foot shorter than the length of the pipe section. After placement of the pipe, it is folded and secured snugly overall. A three foot length of polyethylene tube placed over the end of the preceeding section is then pulled in place over the joint after assembly and secured.

METHOD C



Polyethylene sheet is cut to a length two feet longer than the pipe section. The sheet is wrapped around the pipe so that it overlaps circumferentially over the top quadrant of the pipe, then secured. After joint assembly, the surplus length of polyethylene film is secured around the joint, providing an overlap of each joint. Tape at each joint and at 3' intervals in between.

- NOTES: 1. Use blue polyethylene film and tape only.
 2. Polyethylene film shall be a minimum of 8 mil. thickness.
 3. Spiral Wrap not required with polywrap.

TAMPA
 WATER
 DEPARTMENT

APPROVED
Sept. 2011

REVISED
JRD 4/09
JRD 9/2011

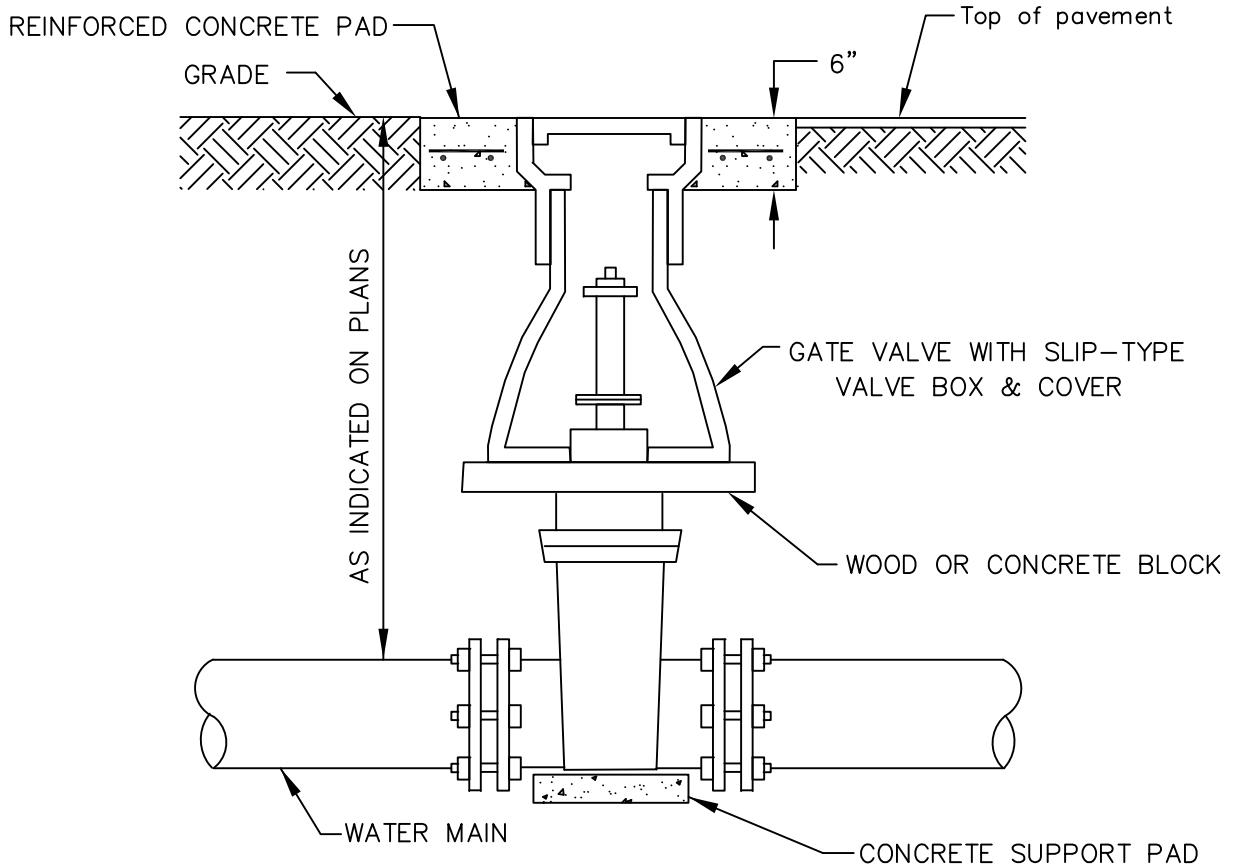
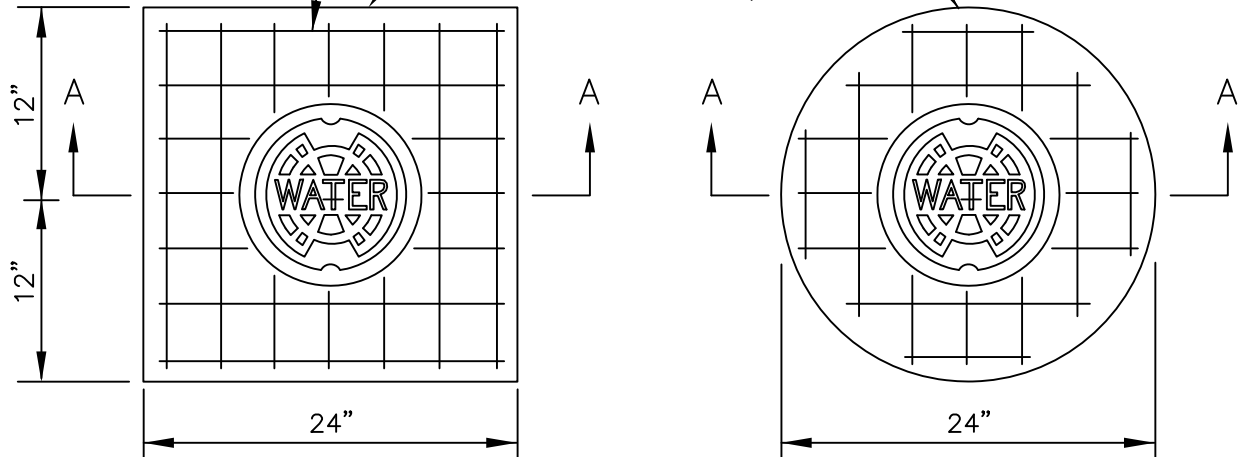
POLYETHYLENE
 ENCASEMENT
 INSTALLATION DETAIL

2.05

WIRE MESH

(6 GAUGE 4" x 4" W.W.F.)

3000 PSI CONCRETE PAD
(See Notes Below
& DETAIL 3.06)

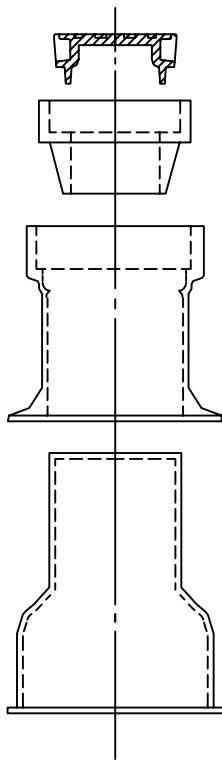


SECTION A-A

Notes :

1. Circular or square concrete pad required for all valve box installations. N.T.S.
2. Cast iron valve boxes shall be firmly supported and centered and plumb over the operating nut of the valve. Valve box cover shall be flush with the surface of the finished pavement, or grade or at such other level as may be directed by the Department.
3. "Blue" Water Valve locate markers (curb markers) required for all valve installations.
4. Embed bronze valve info disk into concrete valve box collar, per Detail 3.06.

TAMPA WATER DEPARTMENT	APPROVED	REVISED	VALVE INSTALLATION W/VALVE BOX & PAD FOR DI OR CI PIPE	3.01
	Sept. 2015	____		



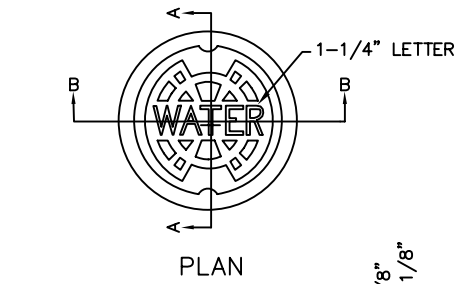
VALVE BOX ASSEMBLY

VALVE BOX COVER

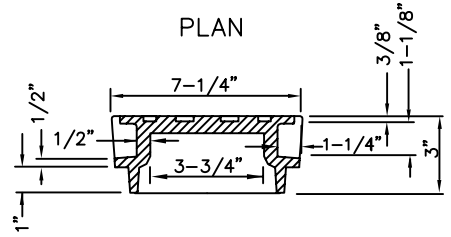
RISER

TOP SECTION

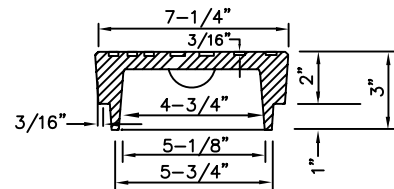
BOTTOM SECTION



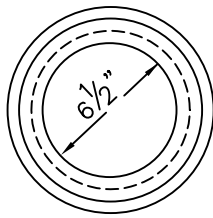
PLAN



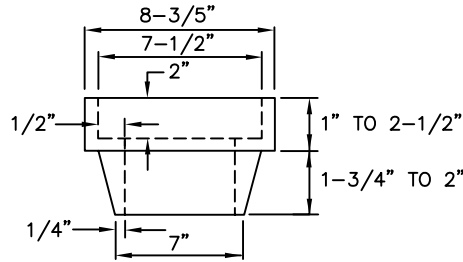
SECTION A-A



SECTION B-B



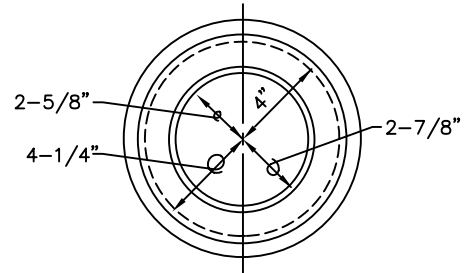
PLAN



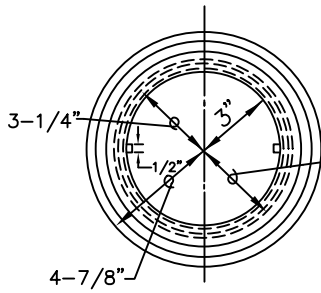
SIDE VIEW

RISER

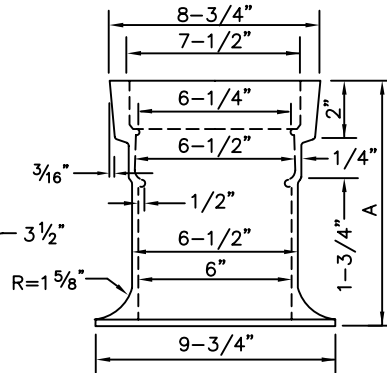
VALVE BOX COVER



PLAN

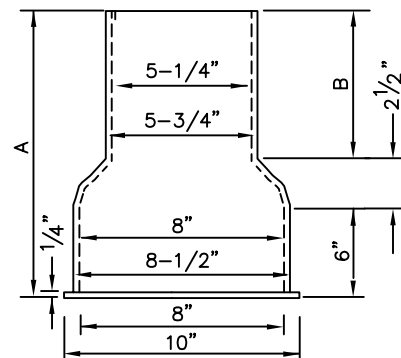


PLAN



SIDE VIEW

TOP SECTION



SIDE VIEW

BOTTOM SECTION

TOP SECTION	SIZE	A
	10"	10"
	16"	16"

BOTTOM SECTION	SIZE	A	B
	15"	15"	6-1/2"
	24"	24"	15-1/2"
	36"	36"	27-1/2"

TAMPA
WATER
DEPARTMENT

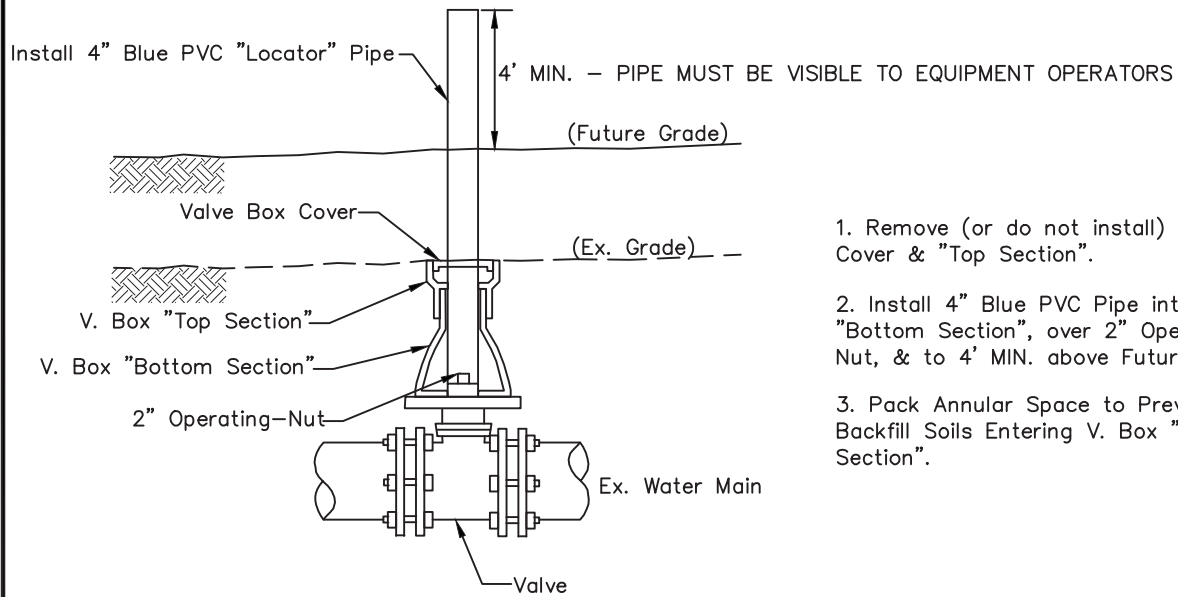
APPROVED
Sept. 2011

REVISED

VALVE BOX, SLIP-TYPE

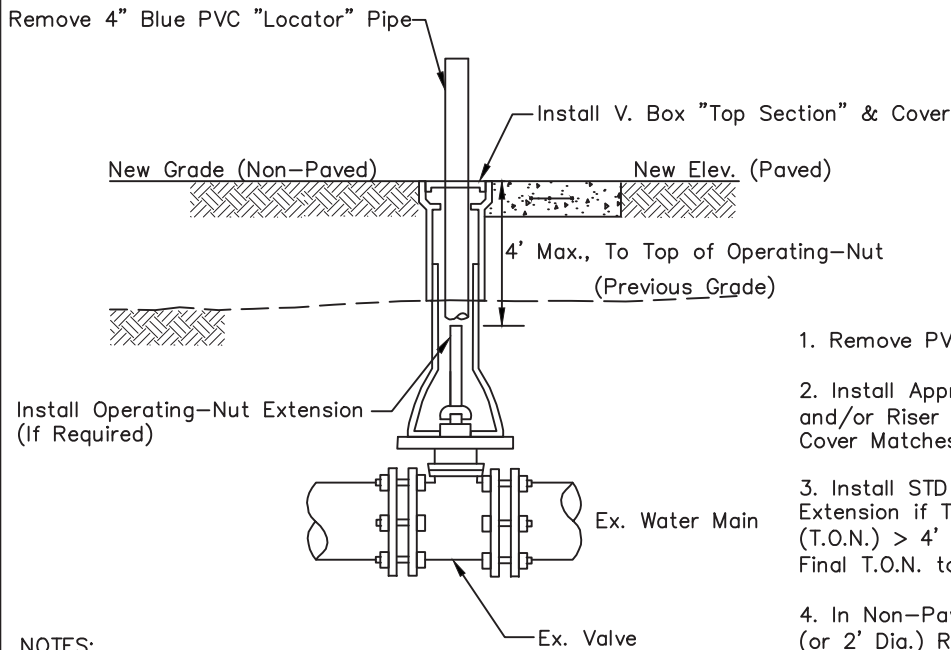
3.04

TO PROTECT VALVE BOX LOCATION DURING CLEARING & GRUBBING



1. Remove (or do not install) V. Box Cover & "Top Section".
2. Install 4" Blue PVC Pipe into V. Box "Bottom Section", over 2" Operating-Nut, & to 4' MIN. above Future Grade.
3. Pack Annular Space to Prevent Backfill Soils Entering V. Box "Bottom Section".

TO ADJUST HEIGHT OF VALVE BOX FOR CHANGED GRADE



1. Remove PVC Locator Pipe.
2. Install Approved V. Box "Top Section" and/or Riser & Cover, such that Top of Cover Matches New Grade Elevation.
3. Install STD CI Operating-Nut Extension if Top of Operating-Nut (T.O.N.) > 4' below Grade. Final T.O.N. to be < 4' Deep.
4. In Non-Paved Areas, Construct 2'x2' (or 2' Dia.) Reinforced Concrete Pad, per STD. Detail 3.01 (3000 P.S.I. Concrete, 6-Gauge 4"x4" W.W.F.)

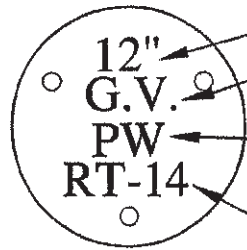
NOTES:

1. MATERIALS FOR & INSTALLATION OF VALVE BOXES & PADS SHALL CONFORM TO TAMPA WATER DEPT. SPECIFICATIONS & STD. CONSTRUCTION DETAILS (DETAILS 3.01 & 3.03)

TAMPA WATER DEPARTMENT	APPROVED	REVISED	VALVE BOX (V. BOX) ADJUSTMENTS FOR GRADE CHANGE	3.05
	Dec. 2011	____		

NOTE

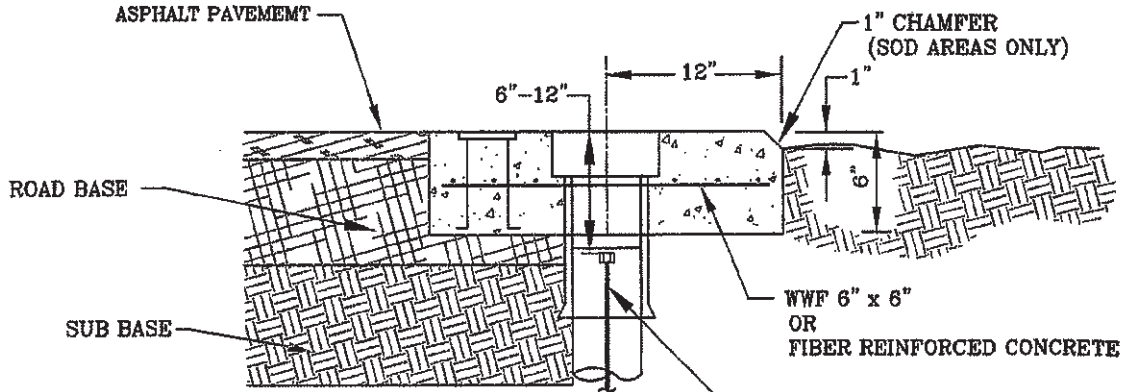
1. ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST T.W.D. APPROVED MATERIAL SPECIFICATIONS.
2. IF VALVE IS LOCATED WITHIN A SIDEWALK CONCRETE COLLAR MAY BE ELIMINATED AND DISK SET FLUSH DIRECTLY IN SIDEWALK.
3. BRONZE DISK REQUIRED: FOR ALL VALVES, AND DUMMY BOXES.



- VALVE SIZE
- VALVE TYPE
(GV=GATE VALVE)
(BF=BUTTER FLY VALVE)
- SERVICE TYPE
(PW=POTABLE WATER)
(RCW=RECLAIMED WATER)
(FM=FORCE MAIN)

BRONZE DISK DETAIL

- DIRECTION AND NUMBER OF TURNS TO OPEN AND CLOSE VALVE MUST LIST DIRECTION BY
(LT=LEFT)
(RT=RIGHT)
- DUMMY BOXES SHALL BE STAMPED "WIRE ONLY"

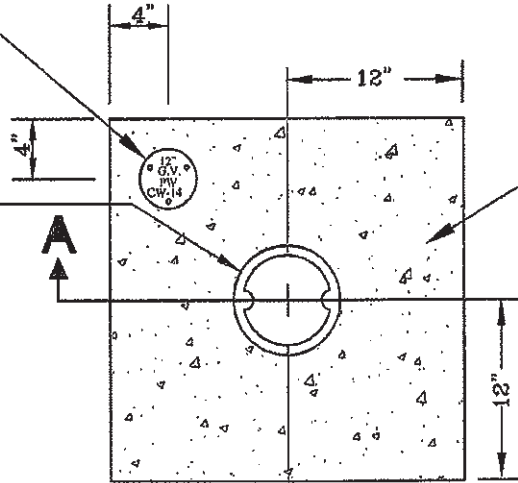


3"Ø x 1/8" THICK BRONZE DISK ANCHORED IN PAD WITH 1/4" x 2" SERRATED ANCHOR PINS

SECTION A-A

— KEY EXTENSION

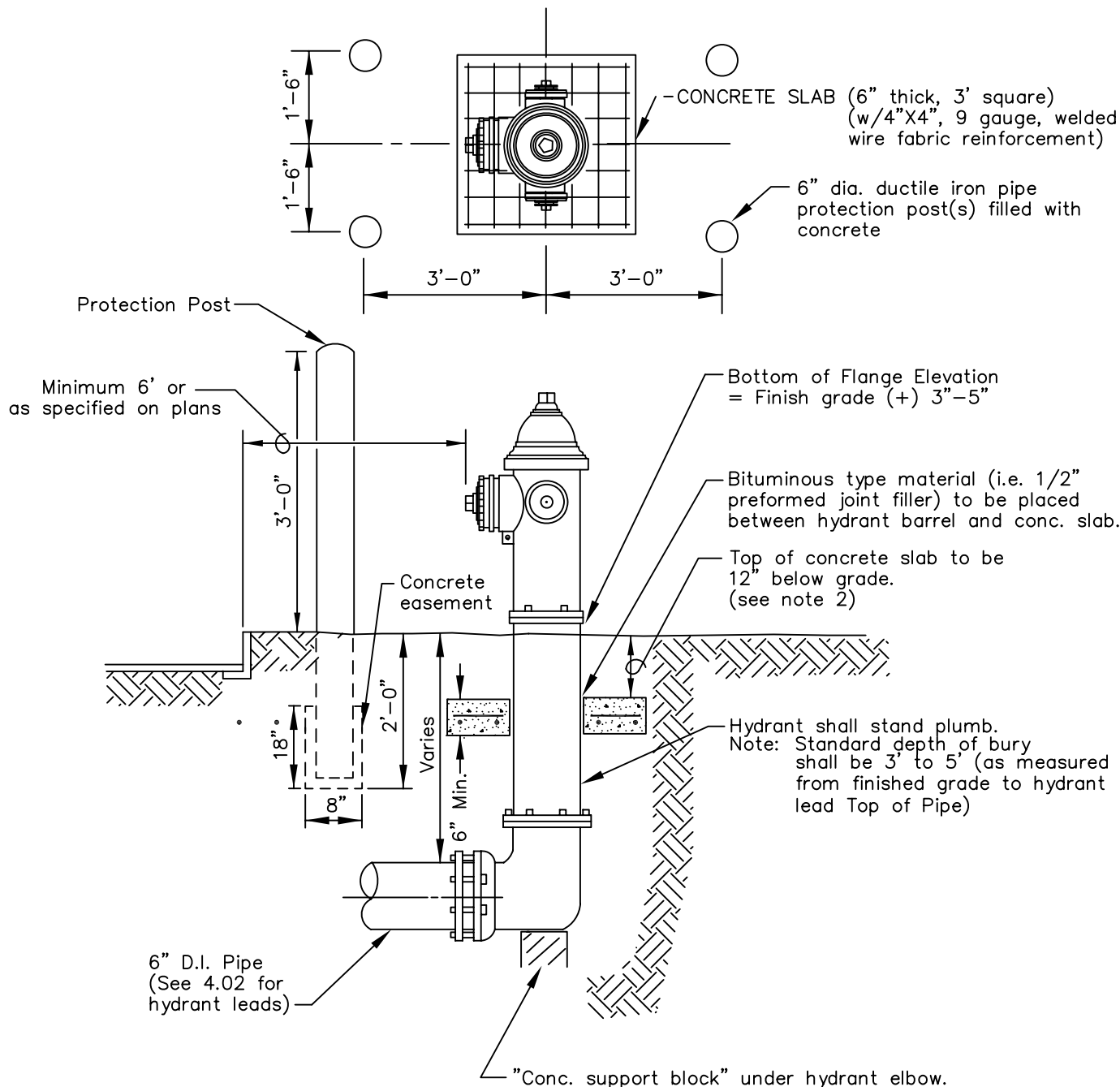
APPLICABLE VALVE BOX PER MAIN SERVICE
(SEWER=ROUND)
(WATER=ROUND)
(RECLAIM=SQUARE)



24" x 24" x 6" THICK 3,000 P.S.I. CONCRETE VALVE BOX COLLAR

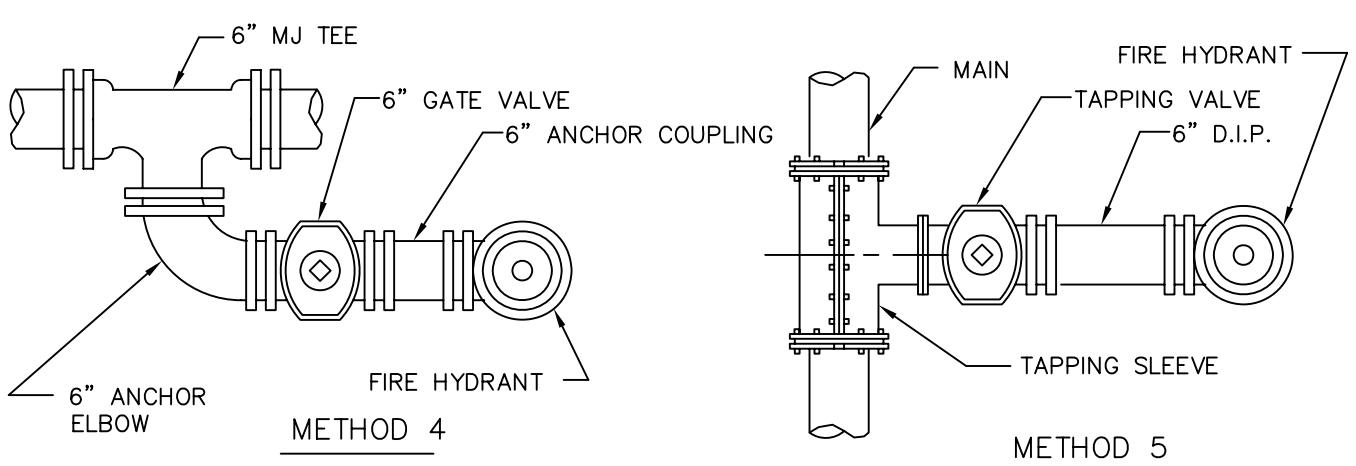
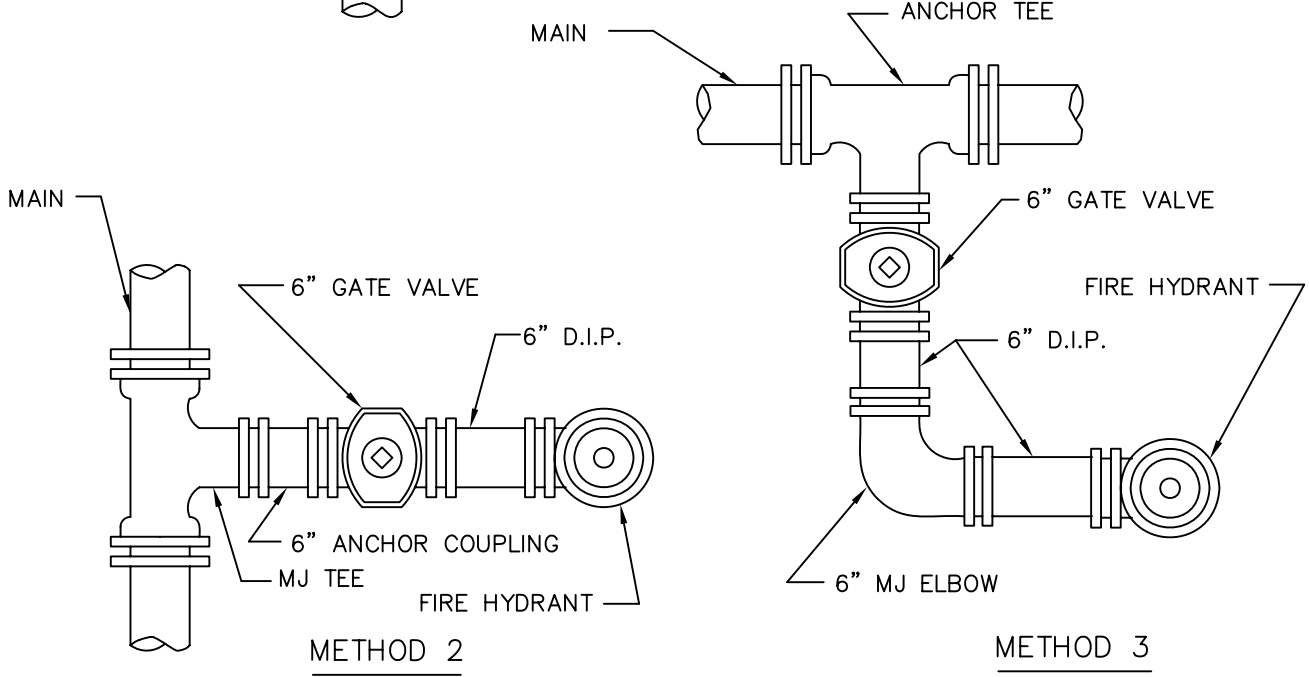
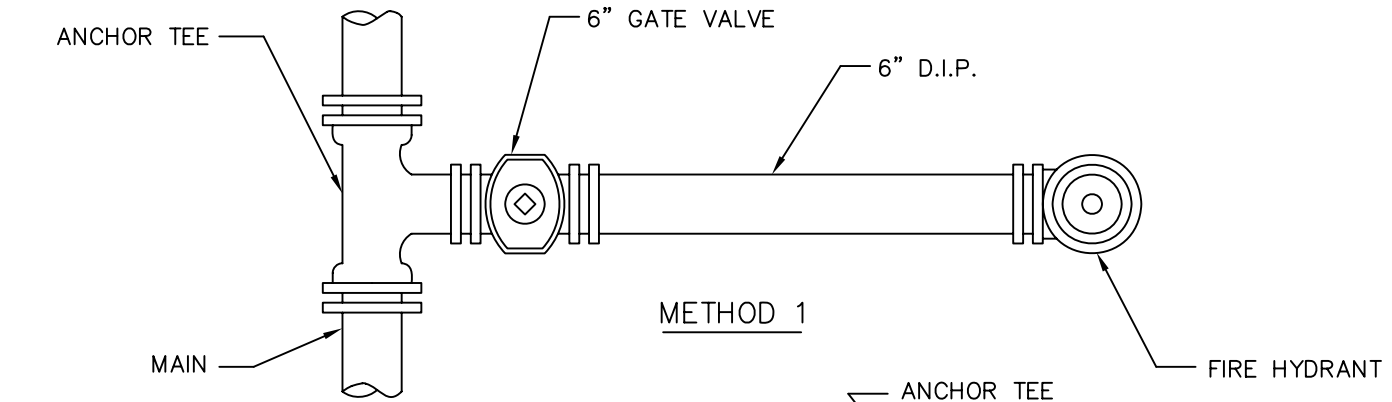
PLAN VIEW

TAMPA WATER DEPARTMENT	APPROVED	REVISED	CONCRETE VALVE BOX COLLAR DETAIL	3.06
	<u>JULY 2015</u>	____		



- NOTES:
1. Fire hydrant barrel above the ground line shall be painted with a high-grade enamel paint, Federal Safety yellow (OSHA approved), and the hydrant bonnet shall be painted OSHA green.
 2. Concrete slab may be eliminated in areas where hydrant is set in sidewalk and sidewalk has been installed prior to final acceptance of the hydrant.
 3. Thrust restraint for hydrant:
 - a) hydrant shall be firmly supported under elbow in all methods by support block
 - b) all backfill shall be thoroughly compacted under support block and under thrust collar
 - c) all hydrant leads shall be restrained by Megalugs or equivalent mechanical restraints
 4. Protection posts are required when hydrant is less than 6 feet from edge of pavement, or as directed by the Engineer.
 5. For PVC mains, install concrete support block under all hydrant tees.

TAMPA WATER DEPARTMENT	APPROVED	REVISED	FIRE HYDRANT INSTALLATION	4.01
	Sept. 2011	_____		



1. Valve shall be set in accordance with Detail 3.01. For hydrant set, see Detail 4.01.
2. All valves shall be anchored to branch of tee on all hydrant installations.
3. All hydrant leads shall be restrained by Megalugs or equivalent.
4. For PVC mains, install concrete support block under hydrant tees.

TAMPA WATER DEPARTMENT	APPROVED	REVISED	FIRE HYDRANT METHODS OF INSTALLATION	4.02
	Sept. 2011	____		

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**

SPECIFIC PROVISIONS

SP-1.01 **TRANSPORTATION STORMWATER SERVICES (TSS) TECHNICAL SPECIFICATIONS:**

Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated 2016 shall be incorporated for construction and materials with the exception of Contractor QAQC requirement and revised Sections 120 – Earthwork, 334 – Superpave Asphalt, & 344 – Concrete provided in the Technical Specification Special Provisions.

The following hierarchy of the contract documents shall apply:

The TSS Technical Specifications shall govern, except as noted herein.

In the case of apparent conflict with the project plans, the Specific Provisions shall govern.

SP-2.01 **BID ITEMS:**

It is the intent of these Contract Documents that any items of work and all costs for which compensation is not directly provided by a bid item but are incidental to various project items of work, shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be basis for rejection of its bid.

SP-2.02 **WORK DIRECTIVE CHANGE:**

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

Without invalidating the Agreement, certain 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-2.03 **LINES AND GRADES:**

The General Provisions Section G-8.01 and G-8.02 are revised to read as follows:

G-8.01 **General:**

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

The City Surveyor has established Bench Marks and survey baseline controlling points only.

G-8.02 **Surveys:**

The Contractor shall furnish and maintain, with no additional payment, stakes and other such material as may be required for setting reference marks; and shall, with no additional payment, establish all working or construction lines and grades as required from the reference marks set by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer, and shall be solely responsible for the accuracy thereof. The Contractor

shall, however, be subject to the check and review of a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer.

Pay items requiring survey information, such as embankment or excavation, shall be documented by of a Florida Registered Professional Surveyor and Mapper. In addition, plotted cross sections and quantity computations must be supplied and certified. All surveys shall be performed using electronic data collection for data acquisition. All drawings shall be submitted in the most current version of AutoCad being used by the COT department requiring the survey. All surveys must meet the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. All surveys must also meet any standards or specifications which may be included as part of the scope of contract.

SP-2.04 REQUIREMENTS FOR CONTROL OF THE WORK:

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

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

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

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

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

SP-2.05 REFERENCE STAKES:

Add the following paragraph to General Provision Section G-8.03:

The Contractor shall, with no additional payment, furnish and install reference stakes at all even and half-stations along the project survey baseline.

These stakes shall be maintained for the duration of construction for the purpose of the Engineer's reference.

SP-2.06 CONTRACTOR'S WEEKLY SCHEDULE:

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

SP-2.07 MONTHLY CONSTRUCTION ESTIMATES AND RELEASE OF LIEN:

The Contractor shall prepare on or about the first day of each month an estimate of the work completed in the preceding month. Said estimate shall be prepared on standard forms provided by the Engineer, and three (3) signed originals shall be provided by the Contractor. Any disputed quantities shall be adjusted as directed by the Engineer prior to each partial payment, as provided for in Article 10.05 of the Agreement.

Certification that all subcontractors have been paid for the previous month's work shall be submitted with each partial payment request on forms provided by the Engineer.

An update of the overall project schedule shall be submitted with each partial payment request.

SP-2.08 CONTRACTOR'S REPRESENTATIVE:

Add to Article 8.02 of the Agreement:

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

SP-2.09 NOTICE AND SERVICE THEREOF:

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

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

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

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

SP-2.10 CONTRACTOR'S FIELD OFFICE:

The Contractor will not be required to provide a Contractor's field office.

The Contractor, however, shall have Contract Documents, the latest approved working drawings, standard drawings and a representative of the Contractor available at the site during regular working days.

SP-2.11 ENGINEERING'S FIELD OFFICE:

An Engineering field office shall not be required for this project.

SP-2.12 DAMAGE TO ADJACENT STREETS:

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

SP-2.13 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 actions 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-2.14 PRECONSTRUCTION VIDEO:

Prior to commencing work, the Contractor shall submit to the Engineer for approval, a DVD containing a continuous color video recording including complete coverage of pre-construction conditions of all surface features within the construction's zone of influence, (including detour routes) simultaneously produced audio commentary and electronic display of time and date. The video recording shall be sufficient to fulfill the technical and forensic requirements of the project and provide continuous unedited coverage, establishing locations and viewer orientation with clear, bright, steady and sharp video images with accurate colors free of distortion or other imperfections. The DVD must be accompanied by a detailed log of its contents including date, locations, video counter numbers and features. No work shall be allowed until the completed DVD and log are approved by the Engineer.

The costs associated with preparing the project's preconstruction video shall be included in the contract price for Mobilization

SP-2.15 PROJECT CLEAN-UP:

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

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

SP-2.16 CITY PERMITS:

The Contractor shall be responsible for obtaining all applicable City permits for this project. These can include but may not be limited to: City Right-of-way permit(s) and City tree removal/site clearing permit(s). The Contractor shall supply any required plans or other information to the issuing department.

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

Cost for obtaining City permits shall be included in the lump sum cost for mobilization (Item No. 101-1), and no separate payment shall be made. Right-of-way permit fee shall be waived by the City.

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

SP-2.17 AS-BUILT PLANS:

The Contractor shall provide the Engineer with "As-Built" plans, as follows:

1. All As-Built information shall be annotated by a Florida Registered Professional Surveyor and Mapper on a separate layer of each AutoCAD drawing file as provided on a disk by the City. Annotation of the new drawing files shall be in accordance with City of Tampa TSS drafting standards, as well as the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Settings shall be as follows: Color: CYAN, Linetype: CONTINUOUS, Font: ROMANS, Layer Name: AS-BUILT, AutoCAD Menu Name: ACAD.MNU, and File Format: AUTOCAD latest version.
2. All surveys shall be completed and certified by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Contractor, and shall be in accordance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Survey data shall be submitted as an electronic data file in AutoCad latest version. The Contractor shall also include as supporting data the ASCII files of digital raw survey data, closure reports, adjustment reports, and/or copies of any hand written field notes or sketches.
3. "As-Built", or "Record", surveys, as may be required by contract, or agreement, shall consist of survey data collected on all constructed improvements, so they may be compared to and contrasted with the design plans and/or construction drawings. The annotated disk shall delineate all changes and deviations to the planned improvements within the project limits, to include, but not be limited to, pavement, curb & gutter, sidewalk, driveways, inlets, manholes, all piping, inverts, ditches, ponds, valves, hydrants, water meters, signalization, hand holes, signing & pavement marking, landscaping, and irrigation. All changes and deviations shall be delineated by Station-Offset and vertical alignment values and shall be clearly shown on the drawing files.
4. The Contractor shall comply with the above requirements and shall submit one check print set of the plans at the same scale as the construction plans, and all the supporting survey data files, to the Engineer for review within three weeks of substantial completion of the project. Final payment for the project shall not be made until the As-Built information is received for review, any corrections are made, and approval granted by the Engineer. Upon approval, the Contractor shall provide the final As-Built drawings on the disk, at the same scale as the construction plans. These files shall be AutoCad Drawings or AutoCad Design Web Format and Adobe PDF

The cost for this work shall be included in the contract price for Mobilization and no separate payment shall be made for meeting the above As-Built requirements.

SP-3.01 STREET CLOSURES AND MAINTENANCE OF TRAFFIC:

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

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

The Contractor shall furnish and maintain all necessary signs, pavement markings, barricades, lights, and flagmen necessary to control traffic and provide for safety of the public, all in compliance with the current Florida Department of Transportation Roadway and Traffic Design Standards and the FHWA Manual on Uniform Traffic Control Devices.

The Contractor shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

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

1. Proposed detour routes.
2. Signing of the complete construction area and detour routes.

Advance notice information signs advising the public of scheduled closure of major roadways and/or information signs advising the public of points of closure and detour routes may be required by the Engineer and will be installed at the Contractor's expense.

Payment shall be Lump Sum compensation shall be made for all work, equipment, materials, tools, labor and any incidentals required to maintain safe traffic routes for all traffic, bicycles and pedestrians through and past the work site

Payment shall be made under:

Item No. 102-1 Maintenance of Traffic L.S.

SP-3.02 TRAFFIC INFORMATION SIGNS – Not applicable

SP-3.03 PROJECT SIGN:

The Contractor shall furnish 2 project sign(s) which shall conform to the general configuration and dimensions as per page SIGN-1 and SIGN-2 which is made a part of the contract. The sign(s) shall be maintained in good condition until the completion of the project, and shall be located as instructed by the Construction Engineer.

The cost of furnishing and maintaining the signs shall be included in the various contract items and no additional compensation shall be made.

SP-3.04 TEMPORARY SIGNALIZATION – Not applicable

SP-3.05 NIGHT WORK:

All or portions of the work are to be performed at night, as shown in the maintenance-of-traffic plan, or as specified herein.

All night work shall meet the requirements of Subarticle 8-4.1 from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2016 edition or latest available.

No additional payment shall be made for night work required by the project plans or specifications.

SP-3.06 TEMPORARY TRAFFIC STRIPING:

Temporary traffic striping used by the Contractor in locations and configurations as shown on the plans and placed on surfaces which will remain as exposed roadway may be traffic paint which meets the requirements of Section 710 of the FDOT Standard Specifications for Road and Bridges Construction.

Temporary traffic striping used by the Contractor in locations other than the final traffic striping and on surfaces which will later be covered with additional asphalt layers or on surfaces which will be later removed shall be traffic paint which meets the requirements of Section 710 of the FDOT Standard Specifications for Road and Bridge Construction.

Temporary traffic striping used by the Contractor in locations other than the final traffic striping and on surfaces which will remain as exposed roadway shall be an approved removable traffic striping tape.

SP-4.01 DENSITY REQUIREMENTS:

The subgrade, subbase and base densities shall be 98% of the Modified Proctor for all vehicular travel ways. The density requirements for asphaltic concrete and soil cement shall be 96% of the Laboratory Standard Proctor. All other locations shall attain densities of 98% of the Modified Proctor.

SP-4.02 STABILIZATION – Not applicable

SP-4.03 SOIL BORING INFORMATION:

No soil borings have been conducted within the project area or in the vicinity of this project. If so desired by the Contractor, soil borings information may be obtained at the Contractor's expense and at no cost to the City of Tampa.

SP-4.04 TEMPORARY STOCKPILING:

For temporary stockpiling of the excavated material within project limits (and anywhere within City limits) the Contractor shall follow the procedure below.

Public Right of Way

- a. The Contractor will not be allowed to stockpile suitable, excavated material within right- of-way for a period in excess of 30 calendar days. Unsuitable excavated material shall not be stockpiled within public right-of-way for a period in excess of 7 calendar days.

Location other than Public Right-of-Way

- b. The Contractor shall:
 - 1. Obtain the permission (in writing) from the owner of the property where stockpiling is desired.
 - 2. At its own expense present the above letter and a contour plan of the site to the Contract Administration Construction Engineer for approval of stockpiling site.
 - 3. At the conclusion of the stockpiling activity, the Contractor shall obtain a signed letter of release from the property owner that he/she is completely satisfied with the stockpiling operation and with the restoration of their property. A copy of the letter shall be furnished to the Engineer.

The time periods of stockpiling shall be specified by the Contractor in writing.

Upon removal of stockpiled material, the Contractor shall clean up and grade the site to its original contours and conditions.

The City of Tampa shall not be a party to any agreement between the Contractor and private property owner(s).

Regardless of the location of stockpiling, it shall be the Contractor's responsibility to make sure that stockpiling in no way constitutes a public hazard, nuisance and does not interfere with the natural surface runoff in the area.

SP-4.05 DEWATERING:

Any dewatering related to this project will not be a separate bid item. The cost shall be included in the price of the facility being installed at that location and/or any related pay items.

SP-4.06 COMPACTION OF SUITABLE CLAY FILL MATERIAL:

The Contractor shall have equipment available to properly compact any suitable clay fill material at no additional cost to the City.

SP-5.01 UTILITY PROTECTION CONSIDERATIONS:

The Contractor shall protect all utilities and other facilities within and adjacent to the construction as covered in Section G-1.03, unless a utility firm has conclusively indicated, or such is shown on the plans, that the certain adjustment, removal, reconstruction, or protection of the utility's facility will be performed by that respective utility.

The Contractor shall make every effort to protect all water mains. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Water Department Specifications and Construction Standards, latest edition, at no extra cost to the City, and he shall assure that service is maintained at all times.

The Contractor shall make every effort to protect all sanitary sewer lines. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Department of Sanitary Sewer Specifications and Construction Standards, latest edition, at no extra cost to the City.

It will be the Contractor's responsibility to preserve all existing sanitary sewer services without interruption during the construction of storm sewers or the repairs or reconstruction of sanitary sewers.

When the construction of storm sewers, repair or reconstruction of sanitary sewers has been completed, all temporary connections shall be removed. Sewers shall be cleaned of all settled solids.

The cost of handling sanitary sewers during construction, including cost of all labor, materials, and equipment or other items incidental to completing the job, shall be included in the contract price as bid for the contract items and no separate payment shall be made.

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

Any temporary measures constructed shall first be approved by the Engineer. The cost of such temporary measures shall be included in the contract price bid for storm sewer items and no separate payment shall be made.

The Contractor shall furnish, install, and remove sheeting and shoring and other protective measures as may be necessary to satisfactorily accomplish the construction of this project. The cost of such sheeting and shoring and other protective measures shall be included in the unit prices as bid for the storm sewer items and no separate payment shall be made.

Compensation for steel sheeting and shoring furnished, installed and removed shall be paid for as extra work in accordance with Article 7.02, EXTRA WORK, on Page A-18 of the Tampa Agreement when approved for use by the Engineer. Such approval shall be for its use only, and the Contractor shall have full responsibility for the design, installation, and removal of the sheeting and shoring. The Contractor shall obtain the services of a registered Professional Engineer to design and certify the sheeting and shoring plans.

SP-5.02 ADJUSTMENT OF UTILITIES AND PUBLIC SERVICE INSTALLATIONS:

Storm and sanitary sewer manhole covers, valve covers or boxes, water meter boxes, and vaults located within the limits of construction of the pavement or sidewalk area to be constructed, reconstructed or overlaid shall be adjusted by the Contractor to conform with the new pavement or sidewalk elevation. Payment to adjust utility items will be paid for by the specific pay item provided in the contract documents.

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

SP-5.03 REMOVAL OR ADJUSTMENT OF PUBLIC UTILITIES:

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

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

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

The Contractor shall be required to coordinate its activities with relocation work by the utilities. A schedule for relocation work will be presented to the Contractor at the pre-construction conference. This schedule may be adjusted to "fit" the Contractor's proposed schedule, but it will include periods during which the Contractor's ability to perform work in the relocation area will be limited, with no additional compensation.

SP-6.01 USE OF CITY WATER SYSTEM:

The Contractor shall be responsible for obtaining and paying for a Tampa Water Department portable meter that shall be utilized when obtaining water from the City system. These costs shall be included in the various contract items and no additional compensation shall be made.

SP-6.02 WATER MAIN CONSTRUCTION AND/OR OFFSET:

The work specified consists of the offset and/or construction of water mains, tees, fittings, valves, valve box, thrust blocks, joint restraints, hydrants, and other related appurtenances in conformity with the location, lines, and grades shown in the plans or as directed by the Engineer. All materials and workmanship shall be in accordance with City of Tampa Water Department Technical Specifications and Construction Standards and Materials Specifications, latest edition and are available from the Tampa Water Department.

The Contractor's shall notify citizens subject to interruption of service at least 24 hours in advance. The Contractor is further required to make this notification in writing, providing the following information in addition to the starting time and duration of interruption:

1. Contractor's name, address, and telephone number.
2. Name of Contractor's project superintendent and telephone number(s) which allow 24- hour per day contact.
3. Name of the Engineer and telephone number(s) which allow 24-hour per day contact.
4. Name of City of Tampa Water Department Engineer and telephone number(s) which allow 24-hour per day contact.
5. Data and time of notification.
6. A written log of addresses notified.

The written notification should be in such format as to be easily affixed to the structure, such as a "hang tag", should no citizen be in the building at the time of notification.

All newly laid pipe, including fittings and valves shall be pressure tested in accordance with AWWA Standard C 600 and current City of Tampa, Water Department standards. Not less than three (3) days notice shall be given prior to start of such tests, and such testing shall not be included until preliminary testing by the Contractor has indicated that the test section is ready for testing. The schedule and procedures for testing shall be determined by the Contractor and reviewed with the Construction Engineer prior to testing.

Concurrently with pressure testing, pipelines shall be subjected to leakage tests. Leakage measurements shall not be started until a constant test pressure has been established in excess of 150 psi and not greater than 190 psi. The duration of each leakage test shall be at least two hours and the test pressure shall be as specified for the pressure tests.

Before the system is put into operation, all potable water mains and appurtenances and any item of new construction with which the water comes in contact shall be flushed, pressure-tested and disinfected. Prior to disinfection, the lines shall have been "pigged" and flushed to remove all sand and other foreign matter. The lines shall be disinfected in accordance with the applicable requirements of AWWA Standard C 601.

Upon completion of the hydrostatic test and disinfection, the Contractor shall contact the City of Tampa Inspection Division requesting a bacteria test. The Contractor shall install sample taps on the new main and at the end of each new branch of the piping system. The Inspector will pull a water sample on two consecutive days allowing 24-hours for each sample to be analyzed and processed.

If samples do not demonstrate satisfactory results, the disinfection procedure shall be repeated until two (2) consecutive sets of satisfactory samples are obtained. The period between such series of samples shall be a minimum of 24 hours.

After completing the testing and disinfection and regardless of ground conditions, all samples taps and corporation stops shall be removed from the pipe and replaced with tapered brass plugs.

Payment to relocate utility items will be paid for by the specific pay item provided in the contract documents.

SP-6.03 WATER SERVICE CONNECTIONS – Not applicable

SP-7.01 SANITARY SEWER CONSTRUCTION – Not applicable

SP-7.02 SANITARY SEWER HOUSE LATERAL EXTENSION – Not applicable

SP-8.01 FILLING LOW AREAS WITHIN CITY LIMITS – Not applicable

SP-8.02 ENVIRONMENTAL PROTECTION:

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

SP-8.03 CONFLICT STRUCTURE – Not applicable

SP-8.04 REINFORCED CONCRETE PIPE/BOX:

All reinforced concrete pipe, reinforced concrete arch culverts, storm drain, and sewer pipe, all reinforced concrete elliptical pipe and all pre-cast reinforced concrete box sections shall be inspected and accepted by a testing laboratory approved by the Engineer.

Each pipe/box shall bear the stamp of acceptance of the testing laboratory and the Engineer shall be supplied with a copy of each inspection report, including a certification of "D-load", absorption test and conformance to the dimensional and all other designations of ASTM specifications. The cost of such inspection services shall be included in the unit prices for the respective pipe/box items.

Unless specified otherwise on plans, or directed by the Engineer, all storm sewer and culvert pipes shall be ASTM Class III, B wall thickness. All steel shall be grade 60.

All joints in elliptical concrete pipe and round R.C.P. shall be provided with filter fabric or concrete jacket as per D.O.T. Standard Index No. 280 and as directed by the Engineer. Filter fabric shall be provided at all joints, except the last two joints not supported by a structure; these joints shall be provided with a concrete collar.

The cost of the filter fabric jackets and concrete collars shall be included in the unit cost of pipe. No extra payment will be paid for such jackets or collars.

All round and elliptical reinforced concrete pipe and all pre-cast concrete box sections shall be manufactured and installed without lift holes. The Contractor shall install the pipe/box with the use of slings, hooks or other methods approved by the Engineer.

All round and elliptical reinforced concrete pipe shall be manufactured without visible corrugations on the internal wall. Any pipe with visible corrugations on the internal wall shall be rejected.

SP-8.05 CONSTRUCTION OF PAVED SUMP BETWEEN INLET AND EDGE OF PAVEMENT – Not applicable

SP-8.06 DRAINAGE STRUCTURES:

1. All inlets and manholes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:

- a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12"+ from top of pipe to bottom of top slab, before "stack" is used.
- b. The minimum diameter for stacks shall be as follows:

Twenty-four inches (24") for four feet (4') heights, Thirty-six inches (36") for four feet (4') to six feet (6') heights, and Forty-eight inches (48") for heights over six feet (6').

The stacks shall be symmetrical about the openings, five inches (5") minimum wall thickness, reinforced, and keyed (unless constructed of brick) as per the appropriate FDOT standard.

- c. The minimum distance between pipe openings shall be nine inches (9").
 - d. For four-sided structures having openings in one or more corners, individual shop drawings must be submitted for prior approval.
- 2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct rectangular brick drainage structures (in place of concrete drainage structures), according to the standards specified below:

Brick construction shall be as follows:

 - a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.
 - b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.
 - c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.
 - d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).
 - e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.
 - f. All brick structures shall be plastered smooth inside and outside with 1/2" thick, 1:2 (Portland cement-sand) mortar.
 - g. No "unsound" brick shall be used. As a test, if a light hammer blow, with the brick held lightly in hand, does not produce a uniform crisp ringing sound, the brick shall be construed to have crack(s), or otherwise unsound and shall be rejected.
 - h. All bricks shall be solid clay.
- 3. No additional compensation shall be paid for brick structures.
- 4. For all types of manholes, the top and bottom slabs shall be as per applicable D.O.T. standards, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:
 - a. Top and bottom slabs shall have the same thicknesses and reinforcements in any manhole structure.
 - b. The minimum slab thickness and reinforcement shall be: 8" thick and #6 bars at 6" centers both ways.
 - c. 4'x6' or larger manholes including circular manholes with inside diameter of 5.0' or larger shall have 10" thick slabs with #7 bars at 6" centers both ways.
 - d. Unless specified on the plans, four sided structures with both inside dimensions in excess of 8.0' and circular structures with inside diameter in excess of 8.0' shall not be covered by D.O.T. and the above criteria.
- 5. All grate inlets shall conform to the City of Tampa design standards.

6. Grates on inlets, as well as all other structures, shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.
8. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.
9. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu of D.O.T. Type 5 and 6 curb inlets and vice-versa without additional cost to the City. P-5 and P-6 inlets shall have 3'-6" x 3'-6" substructures unless oversize pipe is to be accommodated or otherwise directed by the Engineer.

Side openings in curb and grate type inlets may be specified in the plans to meet site conditions. The Contractor shall provide such opening without any additional cost.

10. When precast drainage structures are requested as substitutions for poured in place concrete structures, Contractor shall meet the following additional requirements:
 - a. Minimum height of the base structure (manhole or inlet barrel) unless restricted by design, shall be 5'-0" before extending the structure height by another precast "barrel". The minimum height of the top (extension) precast "barrel" shall be 1'-6". "Barrel" extensions of less than 1'-6" height shall be cast in place with continuous reinforcement.
 - b. Four-side structures may be considered as an alternate to circular structures, but not the reverse.
 - c. For City type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use 3'x4' (inside dimensions) substructures. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
 - d. When circular structures are precast in accordance with ASTM C478, the following limitations will apply:
 - (i) Maximum inside diameter shall not exceed 96".
 - (ii) Minimum wall thickness for 42" and 48" diameter substructures shall be 6"; 7" for 72" diameter, 8" for 84" and 96" diameters.
 - (iii) Vertical reinforcement in walls shall be equal in area to the required circumferential reinforcement area. Reinforcement spacing shall not exceed 12" O.C. in either direction.
 - e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.
 - f. Contractor shall submit shop drawings only as specified below:
 - (i) One each-typical for different type of structures.
 - (ii) For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.

- g. No compensation shall be paid to the Contractor for precast drainage structures which are unusable due to site conditions or changes in plans.
- h. Provide material testing acceptance reports by a licensed private laboratory verifying:
 - (i) That the structures were constructed in accordance with detail shown on the plans and/or typical Drawings.
 - (ii) Specific reference shall be made to the exact design criteria adhered to; if more than one, identify which criteria applies to which structures.
 - (iii) Identify the project title, project number, file number, date cast, structure, plan sheet number and station.
 - (iv) Reinforcement size, spacing, amount and cover.
 - (v) Concrete placement, curing and strength.
 - (vi) The testing laboratory stamp shall be placed on each structure prior to shipment.
- 11. All manhole and inlet structures shall be set on a minimum of a six inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the plans or specifications or unless the Engineer determines a thicker layer is required due to soil and/or water conditions.

Payment for the six inch thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be made as extra work.

SP-8.07 RIP-RAP – Not applicable

SP-8.08 STANDARD FOR FILTER FABRIC – Not applicable

SP-8.09 CONNECTION TO EXISTING INLET OR MANHOLE:

The Contractor shall furnish all labor, equipment and materials required to connect the proposed pipeline into existing inlet or manhole as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, dewatering, breaking into the existing structure, closing of the existing slot, removal and disposal of rubble and excess materials, installation of storm sewer pipe, sealing the voids around the pipe, backfilling, compacting and all other work incidental to connection to existing inlet or manhole.

Payment shall be included in Modifying Existing Inlet or Manhole pay item

SP-8.10 EROSION CONTROL PLAN:

In addition to the requirements of Section 104 – FDOT Standard Specifications for Road and Bridge Construction, the Contractor shall be required to submit an erosion control plan to the Engineer at the time of the preconstruction conference. The erosion control plan shall indicate in detail all measures proposed by the Contractor to meet its erosion control obligations, including all items required to meet permitting conditions for the project. Any phasing of the erosion control plan shall also be shown.

The cost of providing, revising and updating the erosion control plan shall be included in the unit costs of the various contract items and no separate payment shall be made.

SP-8.11 CONCRETE STRUCTURES AND CONCRETE BOX CULVERTS – Not applicable

SP-8.12 DRAINAGE STRUCTURE AND PIPE BEDDING – Not applicable

SP-9.01 EXISTING SIDEWALKS, DRIVEWAYS AND PARKING AREAS – Not applicable

SP-9.02 PRIME/TACK COAT:

The bid unit prices for Asphaltic Concrete shall include the bituminous material for prime/tack coat.

SP-9.03 PAVEMENT REPLACEMENT AND TOTAL RESTORATION – Not applicable

SP-9.04 CONCRETE CURB OR CURB-AND-GUTTER:

Expansion joints in concrete curb or curb-and-gutter shall be placed at all inlets, radius points, horizontal and vertical points of intersection (P.I.'s), and as otherwise directed by the Engineer. They shall be located at intervals of 100 feet between other expansion joints or ends of a run.

SP-9.05 ASPHALT LEVELING COURSE – Not applicable

SP-9.06 PAVEMENT MIX DESIGNS:

The Contractor shall submit to the Engineer a mix design which has been approved by the FDOT within the previous twelve months, and which has been assigned an FDOT Quality Assurance Number, for each type of asphaltic pavement to be used on the project. The Engineer may, at its discretion, approve mix designs not meeting the above stipulations.

SP-9.07 USE OF RECLAIMED ASPHALT – Not applicable

SP-9.09 PEDESTRIAN RAMPS WITH DETECTABLE WARNINGS

All pedestrian ramps constructed in new sidewalk under Section 522 of the FDOT Technical Specifications shall comply with F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS Index No. 304 and 310, except that Detectable Warning Strips, a.k.a., domes, for District Seven Construction and Maintenance should be PER THE fdot Approved Product List, Specification Number 527 and attached to the concrete with bolt/screw. For detectable warnings, use contrasting color, black, yellow or red only. These warning surfaces shall be provided by the following vendors/manufacturers or as approved by the Engineer:

Payment for pedestrian ramps shall be included in the sidewalk concrete pay item. Detectable warnings have a separate pay item.

SP-10.01 GRASSING AND/OR SODDING – Not applicable

SP-10.02 TREE REMOVAL:

The work included in this Section consists of removal of all trees within the area of construction with trunks 5 inches or more in diameter. Tree removal shall comply with the City of Tampa Tree Ordinance. The Contractor will be responsible for obtaining the necessary permit(s) and the City TSS Department will pay any necessary fees via Accounting Journal Entry(ies).

All trees with trunks less than 5 inches in diameter are not included in this section. The cost of removing trees less than 5 inches in diameter shall be included within the various contract items and no additional payment shall be made.

The diameter of the trunk shall be determined by measuring the circumference of the trunk at a point 4.5 feet above the existing ground level and dividing by 3.14.

All stumps and roots shall be removed to a depth of at least 2 feet below the finished grade.

Disposal of timber, stumps, roots or any other material resulting from the tree removal operation shall be the sole responsibility of the Contractor. Such disposal shall have the approval of the Engineer.

Payment shall be full compensation for all work, equipment, tools, labor and any incidentals required for completion of the work.

Cost of tree removal and disposal of these items shall be included in the unit price per acre for Clearing and Grubbing, and no separate payment shall be made.

SP-10.03 LIVE OAK TREES – Not applicable

SP-10.04 ROOT PRUNING:

The Contractor shall make provisions for tree protection to the satisfaction of the Engineer prior to any excavation or clearing and grubbing. All applicable site inspections by the City of Tampa Parks Department and all permits required for tree work shall be obtained by the Contractor prior to commencing work.

The Contractor shall furnish all labor, materials, equipment and services necessary to prune the tree roots as shown on the plans, as specified, and as directed by the Engineer. The Contractor shall provide root pruning services only as shown on the plans and as directed by the Engineer.

All root pruning shall be performed by a qualified, licensed tree professional as approved by the Engineer. Root pruning shall be performed with a chain saw, stump grinder, trencher, Dasco root pruner or equal, as approved by the Engineer.

Root pruning along pipelines, manholes, inlets, and other underground appurtenances and structures will be included for payment under this contract item. The quantity of root pruning, in linear feet, to be measured for payment will be the actual length of root pruning performed within the limits shown on the plans, in the specifications, or as directed by the Engineer. Depth of root pruning shall be as directed by the Engineer.

All roots designated to be removed shall be severed at the perimeter of the designated protected radius leaving a smooth, uniform section at the remaining root end to prevent root damage.

The work includes all cutting, excavation, removal, hauling, and disposal of roots; filling, grading, mulching, barricading and other appurtenant work complete, in place.

Cost of root pruning and disposal shall be included in the per acre unit price for Clearing and Grubbing, and no separate payment shall be made.

SP-10.05 TRANSPLANTING TREES – Not applicable

SP-10.06 RESTORATION OF LANDSCAPING WITHIN RIGHT-OF-WAY:

The Contractor shall remove any shrubbery, trees less than 5 inches in diameter, other landscaping, walkways, planters, other landscaping, and irrigation systems which are in conflict with the proposed construction. These items shall be restored, relocated, and/or reconstructed as shown in the plans or as directed by the Engineer.

Cost of removing, restoring, relocating, and reconstructing the above items shall be included in the lump sum price for Clearing and Grubbing, and no separate payment shall be made.

SP-10.07 TREE PROTECTION:

Tree barricades shall be constructed and maintained at trees indicated on the plans as "to be protected" and/or as directed by the Engineer. Generally, barricades are to be placed ten (10) feet from the trunk of each protected tree.

Barricades shall be constructed of commercially available pine lumber, as follows: Vertical members shall be 2" x 2" or larger, generally spaced twelve (12) feet apart. Horizontal members shall consist of one (1) 1" x 2" board.

The Contractor shall provide the services of an approved licensed tree professional when it is necessary to trim or cut a branch from a tree.

Payment for tree protection and tree cutting or trimming shall be included in the unit price per acre bid for clearing and grubbing and no separate payment shall be made.

SP-10.09 TREE TRIMMING:

In addition to Tree Trimming required in the FDOT Standard Specification Section 110, the Contractor shall trim tree limbs and shrubbery to a height of 8 feet above sidewalks and to the right-of-way in the project area, and as directed by the Engineer.

Cost of trimming and disposal of these items shall be included in the unit price per acre for Clearing and Grubbing, and no separate payment shall be made.

SP-11.02 USE OF EXPLOSIVES – Not applicable

SP-11.03 EXISTING PUBLIC FACILITIES – Not applicable

SP-11.04 METAL PRODUCTS – Not applicable

SP-11.05 WATER FOR DUST CONTROL – Not applicable

SP-11.09 CONCRETE BLOCK RETAINING WALLS WITH CONCRETE FOOTING – Not applicable

SP-11.10 MAILBOX RELOCATION – Not applicable

SP-11.11 SIGNALIZATION CONDUIT – Not applicable

SP-11.12 RESTORATION OF MONUMENTATION:

The Contractor shall, with no additional payment, re-establish any permanent survey or mapping monuments which are disturbed or destroyed in the course of the construction project.

SP-11.13 INSTALLATION OF SIGNALIZATION POLES AND MAST ARMS – Not applicable

SP-11.14 SIGNALIZATION CONTROLLER AND CABINET – Not applicable

SP-11.15 VEHICULAR TRAFFIC SIGNAL ASSEMBLIES – Not applicable

SP-11.16 CONTINGENCY ALLOWANCE:

Payment from the Contingency Allowance shall be made only at the direction of the Engineer under:

Item No. SP-11-16 Contingency Allowance L.S.

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1000261	E. Bougainville Ave. from 30 th ST. to 46 th ST. Sidewalk Project	FPID 432715-1-58-01

THIS FORM TO BE INCLUDED IN ROADWAY PROJECT CONTRACT DOCUMENTS

Agency/Owner: Verizon FL LLC

Facilities Involved (Detail as to type and location of adjustments and relocations):
see description of utility work sheet

Anticipated Construction Relocation Schedule

(Describe each phase and all work that can be done concurrently during each phase in relation to a construction activity.):

	*Working Days Estimated
Phase 1 (a) <u>see description of utility work sheet</u>	
<u>Total Phase 1</u>	34
Phase 2 (a)	
<u>Total Phase 2</u>	
Phase 3 (a)	
<u>Total Phase 3</u>	
Phase 4 (a)	
<u>Total Phase 4</u>	
Total Construction Working Days	34

Preconstruction Items

(Explain Preliminary engineering, material procurement, R/W acquisition, contract negotiations etc.)

see description of utility work sheet

Total Preconstruction Days 60

*Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the CITY's contractor to include their adjustment relocation work progress schedule prior to the preconstruction conference

The above date is based on construction plans DATED 11 24 15
 This AGENCY OWNER is not responsible for circumstances beyond its normal control. However, the AGENCY OWNER agrees to fully cooperate with the CITY and its Contractor, in abiding by the "Utility Coordination Procedures" and completing the project as expeditiously as possible. The AGENCY'S/OWNER'S field representative can be contacted at (See Special Conditions for contact information)

Mike Little Telephone Number 813 978-2161
 SUBMITTED FOR THE AGENCY BY: Mike Little Date 12/24/15
 UAO Representative - Mike Little
 APPROVAL BY: [Signature] Date 12/28/15
 Engineer of Record - Gregory S. Trim
Nina Mabillean Date 2/19/16
 City Project Manager - Nina Mabillean

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1000261	E. Bougainville Ave. from 30 th ST. to 46 th ST. Sidewalk Project	FPID 432715-1-58-01
Special Conditions/Constraints		
<p>Verizon and Verizon Contractors' normal business hours are from 8am to 5pm, Monday through Friday (excluding Holidays).</p>		
<p>Any work outside of normal business hours to be scheduled a minimum of 72 hours in advance.</p>		
<p>The Road Contractor is to notify Verizon the Verizon Inspector at 813 952-8819 48 hours prior to start of construction.</p>		
<p>Extreme caution is to be used when excavating near or around Verizon facilities.</p>		
<p>Out of Service Facilities are not located but, anticipated to be found during construction. When these Facilities are found, Verizon requests for the Road Contractor to Notify the Verizon Inspector to identify / confirm.</p>		
<p>Verizon Inspector is to be the point of contact during construction and to be notified when working within 2' of Verizon facilities.</p>		
<p>Verizon is to have access throughout the duration of the project to monitor and maintain facilities for the ability to provide service.</p>		
<p>Staking with Offset and Elevations to be provided by the Road Contractor prior to Verizon Modifying (Adjustment) Activities.</p>		
<p>Verizon activities will begin after receipt this fully executed schedule by the City of Tampa and is to be included in the Road Contractors Bid Documents.</p>		

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME			PROJECT NO.	
1000261	E. Bougainville Ave. from 30 th ST. to 46 th ST. Sidewalk Project			FPID 432715-1-58-01	
Utility Facilities by Status/Type/Size/Material/Offset to Baseline from STA to STA	Description of Utility Work	Dependent Activities	M.O.T. Phase Number	Consecutive Calendar Days	
Sta. 10+33 to 12+03, 0'-35' RT of BL: No Facilities	N/A	N/A	N/A	0	
Sta. 12+06 to 24+89, 25'-27' RT of BL: OOS Cable & Air Stake	Existing VZ BT To Be Removed as Necessary	When Found Verizon to be notified to Verify Facilities	1	12	
Sta. 24+90 32' LT - 35' RT of BL: (OT) Cable	Existing Facilities to Remain	N/A	N/A	0	
Sta. 24+90 to 30+39, 27'-30' RT of BL: OOS Cable	Existing VZ BT To Be Removed as Necessary	When Found Verizon to be notified to Verify Facilities	1	6	
Sta. 30+40, 32' LT - 35' RT of BL: (OT) OOS Cable	Existing VZ OT To Be Removed	Path	Prior	10	
Sta. 30+40 to 31+40, 27'-30' RT of BL: OOS Cable	Existing VZ BT To Be Removed	Verizon to be notified when the project starts	1	1	
Sta. 30+98 to 31+10, 32' LT - 35' RT of BL: Conduit w/FOC + Cable	Existing OT To Be Remain	N/A	N/A	0	
Sta. 31+40 36+40, 30'-35' RT of BL: OOS Cable, Pedestals & Air Stakes	Existing VZ BT To Be Removed	Verizon to be notified when the project starts	1	5	
Sta. 36+07 to 36+10, 20'-35' RT of BL: Conduit w/FOC + Cable	Hold / Guard / Protect Existing VZ BT	Road Contractor to Notify the VZ Inspector	1	1	
Sta. 36+80, 30' RT to 35+80, 40' LT of BL: (OT) Cable	Existing VZ OT To Remain	N/A	N/A	0	
Sta. 36+81 to 40+54, 0'-35' RT of BL: No Known Facilities	N/A	N/A	N/A	0	
Sta. 40+55 20'-30' RT of BL: Conduit w/FOC	Hold / Guard / Protect Existing VZ BT	Road Contractor to Notify the VZ Inspector	1	1	
Sta. 40+56 to 41+25, 30'-35' RT of BL: HH & Conduit w/ FOC	Existing VZ BT To Remain	N/A	N/A	0	
Sta. 21+26 to 46+84, 0'-35' RT of BL: No Known Facilities	N/A	N/A	N/A	0	
Sta. 46+86 to 50+25, 30'-35' RT of BL: OOS Cable	Existing VZ BT To Be Removed	Verizon to be notified when the project starts	1	4	
Sta. 50+26, 32' RT to 50+00, 40' LT of BL: (OT) Cable	Existing VZ OT To Remain	N/A	N/A	0	

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.		
1000261	E. Bougainville Ave. from 30 th ST. to 46 th ST. Sidewalk Project	FPID 432715-1-58-01		
Utility Facilities by Status/Type/Size/Material/Offset to Baseline from STA to STA	Description of Utility Work	Dependent Activities	M.O.T. Phase Number	Consecutive Calendar Days
Sta. 50+26 to 50+35, 32'-35' RT of BL: Cable & Pedestal	Existing VZ BT To Remain	N/A	N/A	0
Sta. 50+36 to 62+29, 0'-35' RT of BL: No Known Facilities	N/A	N/A	N/A	0
Sta. 10+33 to 12+02 45'-50' LT of BL: Conduits, FOC, HH, Repeaters, Pedestals (Mesa unit & X-Box)	Existing Facilities To Remain	N/A	N/A	N/A
Sta. 12+03 to 12+05, 48' LT – 35' RT of BL: 4-4" Conduits, Cable + FOC	Existing Facilities To Remain	N/A	N/A	N/A
Sta. 12+08 to 16+60, 30'-35' LT of BL: 4-4" Conduits, FOC + Cable	Hold / Guard / Protect / Modify	Staking	1	1
Sta. 16+60 to 17+20, 30'-35' LT of BL: 4-4" Conduits w/FOC + Copper	Hold / Guard / Protect / Modify	Staking	1	1
Sta. 17+20 to 19+20, 30'-35' LT of BL: 4-4" Conduits, Cable + FOC	Existing VZ To Remain	N/A	N/A	0
Sta. 19+20 to 19+80, 30'-35' LT of BL: 4-4" Conduits, Cable + FOC	Hold / Guard / Protect / Modify	Staking	1	1
Sta. 19+80 to 22+40, 26'-35' LT of BL: HH, Conduits, Cable + FOC	To VZ BT & OT To Remain	N/A	N/A	0
Sta. 22+40 to 22+55, 27'-34' LT of BL: Conduits, Cable + FOC	Hold / Guard / Protect / Modify	Staking	1	1
Sta. 22+55 to 62+29, 22'-30' LT of BL: HH, Conduits, FOC + Cable	Existing VZ To Remain	N/A	N/A	0
Preliminary Engineering, Permitting, Splicing and Cutover	Transfer working service from aerial cables (proposed to be removed) to existing buried cables	UWS acceptance & approved permit	Prior	60

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
13-D-00027	Bougainvillea Ave From 30 th Street to 46 th Street Sidewalk Project	1000261

THIS FORM TO BE INCLUDED IN ROADWAY PROJECT CONTRACT DOCUMENTS

Agency/Owner: TECO - PEOPLES GAS

Facilities Involved (Detail as to type and location of adjustments and relocations):

GAS LINE MARKING TEST, GAS VALVE BOXES

Anticipated Construction Relocation Schedule

(Describe each phase and all work that can be done concurrently during each phase in relation to a construction activity.):

Phase 1 (a) <u>RELOCATE GAS LINE MARKED STA. 13+00 FT. TO STA. 14+65 FT.; ADJUST GAS VALVE TO GRADE</u>	*Working Days Estimated
<u>STA. 29+19 FT.; ADJUST GAS VALVE TO GRADE</u>	
<u>STA. 29+29 FT.; ADJUST GAS VALVE TO GRADE</u>	
<u>STA. 37+04 FT.; ADJUST GAS VALVE TO GRADE</u>	
<u>STA. 46+85 FT.; ADJUST GAS VALVE TO GRADE</u>	
<u>STA. 46+90 FT. Total Phase 1</u>	<u>18</u>

Phase 2 (a) _____ Total Phase 2 _____

Phase 3 (a) _____

 Total Phase 3 _____

Phase 4 (a) _____

 Total Phase 4 _____

Total Construction Working Days 18

Preconstruction Items

(Explain: Preliminary engineering, material procurement, R/W acquisition, contract negotiations, etc.)

Total Preconstruction Days 0

**Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the CITY's contractor to include their adjustment/relocation work progress schedule prior to the preconstruction conference.*

The above date is based on construction plans DATED 12/2/2015
 This AGENCY/OWNER is not responsible for circumstances beyond its normal control. However, the AGENCY/OWNER agrees to fully cooperate with the CITY, and its Contractor, in abiding by the "Utility Coordination Procedures" and completing the project as expeditiously as possible. The AGENCY'S/OWNER'S field representative can be contacted at:

KENNY MATTHEWS Telephone Number: 813-917-8956

SUBMITTED FOR THE AGENCY BY: TED FALESY Date: 12/3/15

APPROVAL BY: [Signature] Date: 2/10/16

Nina Mabillean Date: 2/19/16
 Engineer of Record
 City Project Manager

**CITY OF TAMPA
UTILITY RELOCATION SCHEDULE**

	PROJECT NAME	PROJECT NO.
1000261	Bougainvillea Av. From N. 30 th St. to N. 46 th St.	FDOT 432715-1-58-01

THIS FORM TO BE INCLUDED IN HIGHWAY CONTRACT DOCUMENTS

Agency/Owner: **TAMPA ELECTRIC COMPANY**

Facilities Involved (Detail as to type and location of adjustments and relocations.)

All overhead primary facilities existing to remain from Sta. 10+42-45R to 24+90-30R, Sta. 10+34-45L to 24+91-30L, Sta. 17+18 crossing, Sta. 24+90 crossing, Sta. 27+75 crossing, Sta. 29+28 crossing, Sta. 38+38-27R pole, Sta. 42+95-29R Light, from Sta. 49+55-29R to Sta. 60+85-29R, Sta. 49+55 crossing, Sta. 50+04 crossing and Sta. 60+85 crossing except 1 streetlight pole at Sta. 45+04-23R being relocated 45+04-21R (4' FOC to FOP)

Anticipated Construction Relocation Schedule

(Describe each phase and all work that can be done concurrently during each phase in relation to the construction activity.)

*Working
Days
Estimated

Phase 1 (a)

Total Phase 1

—

Phase 2 (a)

Total Phase 2

Phase 3 (a)

Total Phase 3

Phase 4 (a)

Total Phase 4

Total Construction Working Days
(Including page 2 if applicable)

Preconstruction Items

(Explain preliminary engineering, material procurement, R/W acquisition contract negotiations, etc.)

Please call Sunshine at least 48 hours before actual construction at 1800-432-4770

Total Preconstruction Days 5 days
(Including page 2 if applicable)

*Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the City's contractor to include their adjustment/relocation work progress schedule prior to the preconstruction conference.

The above data is based on construction plans DATED 11/24/15 (100% Submittals)

This AGENCY/OWNER is not responsible for circumstances beyond its normal control. However the AGENCY/OWNER agrees to fully cooperate with the CITY and its Contractor in abiding by the Utility Coordination Procedures and completing the project as expeditiously as possible. The AGENCY/OWNER field representatives can be contacted

SUBMITTED FOR THE AGENCY BY: 

Date 12/28/15

APPROVAL BY: 

Date 12/28/15

Engineer of Record

City Project Manager

Date 2/19/16

**CITY OF TAMPA
UTILITY RELOCATION SCHEDULE**

Page 2 of 2

	PROJECT NAME	PROJECT NO.
THIS FORM TO BE INCLUDED IN HIGHWAY CONTRACT DOCUMENTS		
Agency/Owner: TAMPA ELECTRIC COMPANY		
<u>Facilities Involved (Continuation)</u>		
<u>Anticipated Construction Schedule (Continuation)</u> (Additional Phases or construction of a Phase)		<i>Working Days Estimated</i>
		<i>Total Working Days</i>
<u>Preconstruction Items (Continuation)</u>		
		<i>Total Days</i>
<p><u>Special Notations</u></p> <p>*TEC needs notification of the start date and duration of the clearing, grubbing and structure removals for scheduling our crews which will take up to 2 weeks after the contractor has completed the clearing, grubbing and structure removals.</p> <p>TEC cannot remove the joint use poles until the joint users have vacated the pole line and notified our field representative for this project.</p> <p>TEC requires 48 hour notice for any line cover requested by City of Tampa or their Contractor. Time has not been allotted for line cover since a request must come from the City, their Contractor or Subcontractor.</p> <p>TEC line crews do not work in inclement weather. They may be pulled from this project in an emergency to assist in restoration of power for Customers or sent to other areas following catastrophic storms to assist in restoring power.</p> <p>If there is a redesign on the project during construction causing TEC relocation for the 2nd time, TEC will file a claim to be compensated for reimbursement.</p> <p>EMERGENCY NUMBER FOR NIGHTS, WEEKENDS AND TECO HOLIDAYS IS (813) 223-0800.</p> <p>Liz Toledo – Lighting – 813.630.6204</p> <p>Misael Irizarry – Distribution – 813.275.3026</p>		



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Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

December 16, 2015

City of Tampa, Transportation Department
Attn: Nina Mabileau
306 East Jackson Street
Tampa, FL 33602

Subject: Project Evaluation - Project Exempt

Project Name:

Tampa Four Walk-Bike Projects -
Bougainvillea Ave Sidewalk Project

File Number:

721512

County:

HILLSBOROUGH

Sec/Twp/Rge:

S16/T28S/R19E, S17/T28S/R19E

Reference: Rule 62-330, Florida Administrative Code (F.A.C.)

Dear Ms. Mabileau:

The District has reviewed the information you submitted for the project referenced above and has determined that an Environmental Resource Permit (ERP) will not be required for the proposed sidewalk upgrades and the construction of a 10-foot wide, multi-use recreation path along an approximately 0.98 mile section of Bougainvillea Avenue, from 30th Street to 46th Street. The project shall be constructed in accordance with the plans received by the District on December 1, 2015. [Rule 63-330.051(10), F.A.C.]

The information received by the District will be kept on file to support the District's determination regarding your project. This information is available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's determination that your project does not require an ERP is only applicable pursuant to the statutes and rules in effect at the time the information was submitted and may not be valid in the event subsequent changes occur in the applicable rules and statutes. Additionally, this notification does not mean that the District has determined that your project is permanently exempt from permitting requirements. Any subsequent change you make in the project's operation may necessitate further evaluation or permitting by the District. Therefore, you are advised to contact the District before beginning the project and before beginning any activity which is not specifically described in your submittal. Your timely pursuit of this activity is encouraged to avoid any potential rule changes that could affect your request.

This letter constitutes notice of Intended Agency Action of the project referenced above. The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section

of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit or other agency action, for retention in the File of Record for this agency action.

If you have questions regarding this matter, please contact Jack Moore in the Tampa Service Office, extension 2041. Please reference the Project Name and Inquiry/Permit Number in future communications concerning this project.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: Gregory Trim, P.E.
Sam Schwartz Engineering, D.P.C., P.A.

Notice of Rights

Administrative Hearing

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C., can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

Judicial Review

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.