

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 14-C-00006

LAKE ECKLES PUMP STATION AND FORCE MAIN REPLACEMENT

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

OCTOBER 2013

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.: 14-C-00006; Lake Eckles Pump Station and Force Main Replacement

BID DATE: December 3, 2013 **ESTIMATE:** \$600,000 **SCOPE:** The project comprises demolition of existing above grade pump station building, generator, pump and motor, fuel storage tank and piping, control wiring, and top slab; construction of valve vault, flow meter vault, and new top slabs; installation of submersible pumps, plug and check valves, and control panel; site grading and sodding; installation of approximately 2300 lf of 10" diameter PVC force main.

PRE-BID CONFERENCE: Tuesday, November 12, 2013, 10:00 a.m., on site at 1315 Country Club Drive, Tampa, FL 33612
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/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp.

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 .

Contract 14-C-00006; Lake Eckles Pump Station and Force Main Replacement

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA
Contract 14-C-00006; Lake Eckles Pump Station and Force Main Replacement

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., December 3, 2013, 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, demolition of existing above grade pump station building, generator, pump and motor, fuel storage tank and piping, control wiring, and top slab; construction of valve vault, flow meter vault, and new top slabs; installation of submersible pumps, plug and check valves, and control panel; site grading and sodding; and installation of about 2300 feet of 10" PVC force main with all associated work required for a complete project in accordance with the Contract Documents.

The Instructions to Bidders, Proposal, Form of Bid Bond, Agreement, Form of Public Construction Bond, Specifications, Plans and other Contract Documents are posted at DemandStar.com. Backup files may be downloaded from http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp. One set may be available for reference at the office of the Contract Administration Department, Municipal Office Building, Fourth Floor North, City Hall Plaza, Tampa, Florida 33602.

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

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

Bid Protest Procedures: Unless subsequently indicated otherwise, in a revised posting on the Department's web page for Construction Project Bidding, the City of Tampa intends to award the referenced project to the lowest bidder listed in the tabulation posted on or about the date of Bid Opening. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., 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:

Director of Contract Administration, David Vaughn

Contracts Management Supervisor, Jim Greiner

Contract Officer, Jody Gray

The City's Legal Department staff

The City's Contract Administration Department staff.

Technical Questions and Requests For Information should be directed to the Department via

ContractAdministration@tampagov.net

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

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Lake Eckles Pump Station and Force Main Replacement 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 180 consecutive calendar days. The period for performance shall start from the date indicated in the Notice To Proceed.

I-1.06 LIQUIDATED DAMAGES:

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

I-1.07 BASIS OF AWARD OF CONTRACT:

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

I-1.10 EQUAL BUSINESS OPPORTUNITY PROGRAM / SLBE / REQUIREMENTS

In accordance with the City of Tampa's Equal Business Opportunity Ordinance, a goal of 26.9% has been established for subcontracting with Small Local Business Enterprises, (SLBEs), certified by the City. The goal is based upon the availability of the firms listed on the Goal Worksheet and as posted in the "SLBEs" link under this Contract's notice on the Department's Construction Project Bidding web page.

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

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

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

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

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

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

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.13 AGREEMENT

Section 2 – Powers of the City's Representatives

Add the following:

Article 2.05 CITY'S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I-1.17 PAYMENT DISPUTE RESOLUTION

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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 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 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.

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)

City of Tampa MBD Office

Underutilized WMBEs

10/23/13

ASPHALT PAVING SERVICES

BUN Construction Co., Inc.

59-3362663

4202 E. Martin Luther King Blvd.
Tampa, FL 33610

E-mail bunconstruction@tbdsi.net

Phone (813) 931-8270

Fax (813) 931-9185

Minority African American

Contact Bart Nwagbuo

Federal

E.S. Concrete Services, Inc.

59-3119582

726 East Harbor Dr. South
St. Petersburg, FL 33705

E-mail enorisslysr@yahoo.com

Phone (727) 821-5029

Fax (727) 821-5029

Minority African American

Contact Enoris Sly

Federal

Howard Sealcoating & Land Clearing

65-0802138

1911N. 57th St
Tampa, FL 33619

E-mail lhoward@asphaltfl.com

Phone (305) 693-8972

Fax (305) 693-8985

Minority African American

Contact Leroy Howard

Federal

City Wide Paving, LLC

27-0559624

2508 N. 32nd St.
Tampa, FL 33605

E-mail citywidepavingcwp@yahoo.com

Phone (813) 325-4250

Fax (813) 849-1723

Minority African American

Contact Reginald Young

Federal

BARRICADES, TRAFFIC CONES, LANE MARKERS, ETC

Sentry Barricades, Inc.

59-3590342

P.O. Box 3647
820 Creative Drive
Lakeland, FL 33802

E-mail admin@sentryb.com

Phone (863) 682-7098

Fax (863) 680-9901

Minority African American

Contact Darryl Talley

Federal

City of Tampa MBD Office
Underutilized WMBEs

10/23/13

CONCRETE (SIDEWALKS, DRIVEWAYS, FORM & FINISH)

E.S. Concrete Services, Inc.

59-3119582

726 East Harbor Dr. South
St. Petersburg, FL 33705

E-mail enorisslysr@yahoo.com

Phone (727) 821-5029
Fax (727) 821-5029

Federal
Minority African American
Contact Enoris Sly

MIMS Construction Company

59-3442318

P.O. Box 681554
Orlando, FL 32868-1554

E-mail lyndell1111@cs.com

Phone (407) 298-6936
Fax (407) 290-1217

Federal
Minority African American
Contact Lyndell Mims

Paragon Building Contractors, Inc.

59-2464751

1201 W. Waters Ave.
Tampa, FL 33604

E-mail paragonb@tampabay.rr.com

Phone (813) 935-1600
Fax (813) 932-1108

Federal
Minority African American
Contact Al Davis

Denson Construction, Inc.

59-3571944

P.O. Box 3081
Plant City, FL 33564

E-mail Pete@denson-construction.com

Phone (863) 709-1001
Fax (863) 709-1071

Federal
Minority African American
Contact Ralph (Pete) Denson

L.S. Curb Service, Inc.

59-3252745

4206 James L. Redman Pkwy
Plant City, FL 33567

E-mail lshakes@tampabay.rr.com

Phone (813) 737-1524
Fax (813) 650-8654

Federal
Minority African American
Contact Leaford Shakes

Powell Concrete, LLC

83-0467921

1410 Swift Ct.
Kissimmee, FL 34759

E-mail powellconcrete1@yahoo.com

Phone (863) 438-4454
Fax (863) 496-1227

Federal
Minority African American
Contact Earl Powell

Allen Masonry & General Contracting, Inc.

20-1580292

6215 Travis Blvd.
Tampa, FL 33610

E-mail allenmasonrygc@gmail.com

Phone (813) 627-9231
Fax

Federal
Minority African American
Contact Steve Allen

City of Tampa MBD Office
Underutilized WMBEs

10/23/13

DEMOLITION & REMOVAL SERVICES (ALL)

Charlie Brown's Hauling & Demolition, Inc.

Federal

20-1874672

P.O. Box 1178
Dade City, FL 33526

Phone (352) 521-0482
Fax (352) 521-5915

Minority African American
Contact Charlie Brown

E-mail Charliewbrown@aol.com

Xeye Incorporated

Federal

59-3664420

3035 Powers Ave., Suite 4
Jacksonville, FL 32207

Phone (904) 714-2100
Fax (904) 714-7051

Minority African American
Contact Joseph Hutchinson

E-mail xeyeinc@gmail.com

ELECTRICAL SERVICES

Brown & Brown Electric, Inc.

Federal

59-2283934

6555 N.W. 9th Ave. S-205
Ft. Lauderdale, FL 33310-5003

Phone (954) 938-8986
Fax (954) 938-9272

Minority African American
Contact Winston Brown

E-mail winston@brownandbrownelectric.com

Acktel Electric Company, Inc.

Federal

59-3579225

P.O. Box 52292
Jacksonville, FL 32201-2292

Phone (904) 356-1274
Fax (904) 356-1374

Minority African American
Contact Sedley Huey

E-mail acktelel@bellsouth.net

All-In-One Electric, Inc.

Federal

04-3689273

1201 W Waters Ave.
Tampa, FL 33604

Phone (813) 849-6331
Fax (813) 514-0473

Minority African American
Contact Rodney Jones

E-mail allinoneelectric@msn.com

Romero & Gray Electric, Inc.

Federal

57-1164017

6001 Johns Rd.
Tampa, FL 33634

Phone (813) 881-1876
Fax (813) 249-4840

Minority African American
Contact Alfredo Romero

E-mail mgray@rg-electric.com

Prime Electric, LLC

Federal

20-1137443

1229 W. Main St
Leesburg, FL 34748

Phone (352) 728-5966
Fax (352) 728-5921

Minority African American
Contact Wylie Hamilton

E-mail wylie@primeelectricllc.net

City of Tampa MBD Office
Underutilized WMBEs

10/23/13

PIPE AND PIPE FITTINGS

Suca Pipe Supply, Inc.

59-2499571

P.O. Box 272482
Tampa, FL 33618

E-mail slmau44@yahoo.com

Phone (813) 249-7902
Fax (813) 249-7384

Minority African American
Contact Secedrick McIntyre

Federal

DRD Enterprises, LLC

20-4675317

4104 Yellowwood Dr.
Valrico, FL 33594

E-mail ddeenah@drdenterprise.com

Phone (813) 476-9933
Fax (866) 850-1332

Minority African American
Contact Devon Deenah

Federal

Terrell Industries, Inc.

65-0530148

2067 1st Avenue N
St. Petersburg, FL 33713

E-mail gterrell@verizon.net

Phone (727) 823-4424
Fax (727) 823-3977

Minority African American
Contact Grady Terrell

Federal

Suca Pipe Supply, Inc. One

26-3669556

4910 Lowell Road
Tampa, FL 33624

E-mail mactwinau1@yahoo.com

Phone (813) 249-7902
Fax (813) 249-7384

Minority African American
Contact Ashley McIntyre

Federal

SOD, SEED SOIL, AND INOCULANTS

Professional Property Services

59-1341451

10105 11th Street North
Tampa, FL 33612

E-mail paulrobinson22@msn.com

Phone (813) 972-4057
Fax (813) 971-0882

Minority African American
Contact Hyacinth Robinson

Federal

Fresh Start Development, Inc.

20-3857845

P.O. Box 310592
Tampa, FL 33680

E-mail freshstartdevelop@yahoo.com

Phone (813) 758-5345
Fax (813) 333-5949

Minority African American
Contact Katina McClinton

Federal

Sterling Silver Scape & Sod, Inc.

59-3171150

P.O. Box 450459
Kissimmee, FL 34745

E-mail jar@sterlingsilverlandscaping.com

Phone (407) 846-3225
Fax (407) 846-3207

Minority African American
Contact Sterling Blake

Federal

City of Tampa MBD Office
Underutilized WMBEs

10/23/13

TREE SERVICES (TRIMMING, REMOVAL,

P & L Cleaning Service

59-3759542

5508 North 50th Street
Tampa, FL 33610

E-mail lewispat4u@aol.com

Phone (813) 850-2028
Fax (813) 623-3936

Minority African American
Contact Patrick Lewis

Federal

Professional Property Services

59-1341451

10105 11th Street North
Tampa, FL 33612

E-mail paulrobinson22@msn.com

Phone (813) 972-4057
Fax (813) 971-0882

Minority African American
Contact Hyacinth Robinson

Federal

Fresh Start Development, Inc.

20-3857845

P.O. Box 310592
Tampa, FL 33680

E-mail freshstartdevelop@yahoo.com

Phone (813) 758-5345
Fax (813) 333-5949

Minority African American
Contact Katina McClinton

Federal

McFarlane Landscaping, Inc.

45-5137361

2900 University Square Drive, Apt. 65
Tampa, FL 33612

E-mail McfarlaneLandscaping@gmail.com

Phone (813) 244-9044
Fax (813) 345-2133

Minority African American
Contact Brian Mcfarlane

Federal

Johar's Landscaping Management, Inc.

45-2470169

P.O. Box 1682 5711 N. 50th St Tampa, FL
33610
Pinellas Park, FL 33781

E-mail MasterSlope@gmail.com

Phone (727) 544-8029
Fax (727) 544-8029

Minority African American
Contact Johar Austin

Federal

TRUCKING & HAULING

Logistical Transportation Co., Inc.

59-1988061

P.O. Box 40001
Jacksonville, FL 32203-0001

E-mail mgraham@logistical-company.com

Phone (904) 764-3219
Fax (904) 766-2446

Minority African American
Contact Marion Graham, Jr.

Federal

Sabrina's Trucking, LLC

59-3284380

P.O. Box 992
Mango, FL 33550

E-mail jtrucker151@aol.com

Phone (813) 629-7210
Fax (813) 627-9094

Minority African American
Contact Nathaniel Johnson

Federal

City of Tampa MBD Office
Underutilized WMBEs

10/23/13

TRUCKING & HAULING

Professional Property Services

59-1341451

10105 11th Street North
Tampa, FL 33612

E-mail paulrobinson22@msn.com

Phone (813) 972-4057
Fax (813) 971-0882

Federal
Minority African American
Contact Hyacinth Robinson

Par Development Partners, Inc.

20-5657414

10002 Forest Hills Dr
Tampa, FL 33612

E-mail ydwilson@aol.com

Phone (813) 374-2856
Fax (866) 594-2505

Federal
Minority African American
Contact Yancy Wilson

Howard Sealcoating & Land Clearing

65-0802138

1911N. 57th St
Tampa, FL 33619

E-mail lhoward@asphaltfl.com

Phone (305) 693-8972
Fax (305) 693-8985

Federal
Minority African American
Contact Leroy Howard

Charlie Brown's Hauling & Demolition, Inc.

20-1874672

P.O. Box 1178
Dade City, FL 33526

E-mail Charliwbrown@aol.com

Phone (352) 521-0482
Fax (352) 521-5915

Federal
Minority African American
Contact Charlie Brown

Accelerated Waste Solutions of North America, LLC

27-1394911

10226 Oslin St
Tampa, FL 33615

E-mail cityoftampa@acceleratedwaste.com

Phone (866) 698-2874
Fax (813) 871-0377

Federal
Minority African American
Contact Fred Tomlin

McFarlane Landscaping, Inc.

45-5137361

2900 University Square Drive, Apt. 65
Tampa, FL 33612

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Phone (813) 244-9044
Fax (813) 345-2133

Federal
Minority African American
Contact Brian Mcfarlane

City of Tampa MBD Office

SLBE Goal Setting Firms Report

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ASPHALT PAVING SERVICES

BUN Construction Co., Inc.

4202 E. Martin Luther King Blvd.
Tampa, FL 33610

Phone (813) 931-8270

Fax (813) 931-9185

E-mail bunconstruction@tbdsi.net

Federal Number 59-3362663

Minority Small Business

Contact Bart Nwagbuo

Castco Construction, Inc.

9001 126th Ave. North
Largo, FL 33773

Phone (727) 585-4714

Fax (727) 585-5091

E-mail cconstr@tampabay.rr.com

Federal Number 59-2548614

Minority Small Business

Contact Israel Castro

E.S. Concrete Services, Inc.

726 East Harbor Dr. South
St. Petersburg, FL 33705

Phone (727) 821-5029

Fax (727) 821-5029

E-mail enorisslysr@yahoo.com

Federal Number 59-3119582

Minority Small Business

Contact Enoris Sly

Johnson's Excavation & Services, Inc.

1706 East Trapnell Road
Plant City, FL 33566

Phone (813) 752-7097

Fax (813) 719-9052

E-mail sales@jescontracting.com

Federal Number 59-3031174

Minority Small Business

Contact Donathan Johnson

Parking Lot Striping Service

P.O. Box 11005
Tampa, FL 33680

Phone (813) 623-1454

Fax (813) 664-0140

E-mail lindaplss@aol.com

Federal Number 59-1522393

Minority Small Business

Contact Fernando Llop

Mend It Asphalt & Concrete Services, Inc.

4915 15th Avenue South
Gulfport, FL 33707

Phone (727) 327-7784

Fax (727) 327-4504

E-mail menditasphaltconcrete@yahoo.com

Federal Number 59-3274522

Minority Small Business

Contact Robert Mendez

Howard Sealcoating & Land Clearing

1911N. 57th St
Tampa, FL 33619

Phone (305) 693-8972

Fax (305) 693-8985

E-mail lhoward@asphaltfl.com

Federal Number 65-0802138

Minority Small Business

Contact Leroy Howard

City of Tampa MBD Office

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ASPHALT PAVING SERVICES

City Wide Paving, LLC

2508 N. 32nd St.
Tampa, FL 33605

Phone (813) 325-4250

Fax (813) 849-1723

E-mail citywidepavingcwp@yahoo.com

Federal Number 27-0559624

Minority Small Business

Contact Reginald Young

BARRICADES, TRAFFIC CONES, LANE MARKERS, ETC

Sentry Barricades, Inc.

P.O. Box 3647
820 Creative Drive
Lakeland, FL 33802

Phone (863) 682-7098

Fax (863) 680-9901

E-mail admin@sentryb.com

Federal Number 59-3590342

Minority Small Business

Contact Darryl Talley

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Castco Construction, Inc.

9001 126th Ave. North
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Phone (727) 585-4714

Fax (727) 585-5091

E-mail cconstr@tampabay.rr.com

Federal Number 59-2548614

Minority Small Business

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726 East Harbor Dr. South
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Phone (727) 821-5029

Fax (727) 821-5029

E-mail enorisslysr@yahoo.com

Federal Number 59-3119582

Minority Small Business

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P.O. Box 11005
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Phone (813) 623-1454

Fax (813) 664-0140

E-mail lindaplss@aol.com

Federal Number 59-1522393

Minority Small Business

Contact Fernando Llop

Sunrise Utility Construction, Inc.

P.O. Box 272293
Tampa, FL 33688-2293

Phone (813) 949-3749

Fax (813) 949-0408

E-mail LMNBOSS@AOL.COM

Federal Number 59-3034012

Minority Woman

Contact Lisa Nehrboss

City of Tampa MBD Office



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CONCRETE (SIDEWALKS, DRIVEWAYS, FORM & FINISH)

Tampa Bay Construction & Engineering, Inc.

10503 Palm Cove Ave
Tampa, FL 33647

Phone (813) 984-9898

Fax (813) 907-0980

E-mail aerchid@tbcei.com

Federal Number 59-3713572

Minority Small Business

Contact Ahmad Erchid

Chet Netherly, LLC d/b/a Anything in Concrete

246 W Canal Drive
Palm Harbor, FL 34684

Phone (727) 945-7035

Fax (727) 934-0568

E-mail netherlyWCAN@aol.com

Federal Number 20-3926235

Minority Small Business

Contact Chet Netherly

Velez Concrete Construction, Inc.

3926 E. Eden Roc Circle
Tampa, FL 33634

Phone (813) 493-4762

Fax (813) 882-3455

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Federal Number 83-0373603

Minority Small Business

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Tagarelli Construction, Inc.

P.O. Box 681
Tarpon Springs, FL 34689

Phone (727) 937-6171

Fax (727) 937-6172

E-mail tagarelli@verizon.net

Federal Number 59-3339407

Minority Small Business

Contact Michael Tagarelli

Mend It Asphalt & Concrete Services, Inc.

4915 15th Avenue South
Gulfport, FL 33707

Phone (727) 327-7784

Fax (727) 327-4504

E-mail menditasphaltconcrete@yahoo.com

Federal Number 59-3274522

Minority Small Business

Contact Robert Mendez

CMK Construction, Inc.

2053 Mountain Ash Way
New Port Richey, FL 34655

Phone (727) 243-9234

Fax (727) 848-2026

E-mail manny@cmkconstructioninc.com

Federal Number 20-1609262

Minority Small Business

Contact Manuel Kavouklis

Powell Concrete, LLC

1410 Swift Ct.
Kissimmee, FL 34759

Phone (863) 438-4454

Fax (863) 496-1227

E-mail powellconcrete1@yahoo.com

Federal Number 83-0467921

Minority Small Business

Contact Earl Powell

City of Tampa MBD Office

SLBE Goal Setting Firms Report

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CONCRETE (SIDEWALKS, DRIVEWAYS, FORM & FINISH)

Velocity Construction, Inc.

1320 E. 137th Ave
Tampa, FL 33613

Phone (813) 624-2117

Fax (800) 807-0314

E-mail bconnor@tampabay.rr.com

Federal Number 74-3082984

Minority Small Business

Contact William Connor

ARC Development, Inc.

5311 S. Falkenburg Rd., Ste. D-20
Tampa, FL 33619-0037

Phone (813) 952-3250

Fax (813) 952-3260

E-mail Rick@ARC-FL.com

Federal Number 20-0826206

Minority Small Business

Contact Richard Coyer

Kilgore Construction, LLC

11697 Walsingham Rd.
Largo, FL 33778

Phone (727) 755-2294

Fax (727) 581-5724

E-mail jo@kilgorellc.com

Federal Number 26-3771464

Minority Small Business

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12651 North Dale Mabry Hwy, Suite
272568
Tampa, FL 33688

Phone (813) 402-8827

Fax (813) 388-4554

E-mail get-it-done@mytbcgroup.com

Federal Number 26-4797153

Minority Small Business

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Fax

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Federal Number 27-3413832

Minority Small Business

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Federal Number 20-1580292

Minority Small Business

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City of Tampa MBD Office

SLBE Goal Setting Firms Report

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DEMOLITION & REMOVAL SERVICES (ALL)

Alpha Excavating & Equipment Rental

P.O. Box 866
Thonotosassa, FL 33592-0866

Phone (813) 986-4469

Fax (813) 986-7808

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Federal Number 59-2893378

Minority Small Business

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1706 East Trapnell Road
Plant City, FL 33566

Phone (813) 752-7097

Fax (813) 719-9052

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Federal Number 59-3031174

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Federal Number 56-2384669

Minority Small Business

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E-mail Charliedbrown@aol.com

Federal Number 20-1874672

Minority Small Business

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Bio-Mass Tech, Inc.

15212 SR 52
Land O' Lakes, FL 34638

Phone (727) 243-2200

Fax (813) 996-7236

E-mail James@biomasstech.com

Federal Number 59-3232185

Minority Small Business

Contact James Griffin

Florida Wrecking And Salvage, LLC

8814 Honeywell Rd.
Gibson, FL 33534

Phone (813) 741-0405

Fax (813) 741-0415

E-mail flwrecking@verizon.net

Federal Number 20-4556471

Minority Small Business

Contact Francis Redmond

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17852 Pine Knoll Drive
Dade City, FL 33523

Phone (352) 567-1822

Fax (352) 567-5817

E-mail tntenvironmental@gmail.com

Federal Number 26-3864129

Minority Small Business

Contact Christopher Leibereid

City of Tampa MBD Office



SLBE Goal Setting Firms Report

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DEMOLITION & REMOVAL SERVICES (ALL)

John Varrati, LLC d/b/a Magnum Demolition

1720 Surrey Trail
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Phone (813) 938-1818

Fax (813) 260-3725

E-mail magnumdemo@live.com

Federal Number 27-2161968

Minority Small Business

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5812 Imperial Key
Tampa, FL 33615

Phone (813) 475-4466

Fax (813) 475-4466

E-mail manestrucking22@tampabay.rr.com

Federal Number 59-3594014

Minority Small Business

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2811 N. 62nd St
Tampa, FL 33619

Phone (813) 248-6524

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E-mail cordovatransport@aol.com

Federal Number 27-2503834

Minority Small Business

Contact Michael Cordova

ELECTRICAL SERVICES

Apollo Construction & Engineering Services, Inc.

P.O. Box 5848
Sun City Center, FL 33571-5848

Phone (813) 645-4926

Fax (813) 645-3351

E-mail tkamprath@apollo-construction.com

Federal Number 59-2811166

Minority Small Business

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602 North Oregon Avenue
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Phone (813) 254-4681

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Federal Number 59-1631953

Minority Small Business

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Tampa, FL 33604

Phone (813) 849-6331

Fax (813) 514-0473

E-mail allinoneelectric@msn.com

Federal Number 04-3689273

Minority Small Business

Contact Rodney Jones

City of Tampa MBD Office

SLBE Goal Setting Firms Report

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ELECTRICAL SERVICES

Romero & Gray Electric, Inc.

6001 Johns Rd.
Tampa, FL 33634

Phone (813) 881-1876

Fax (813) 249-4840

E-mail mgray@rg-electric.com

Federal Number 57-1164017

Minority Small Business

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Phone (813) 234-4004

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Federal Number 59-3511620

Minority Small Business

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Federal Number 20-1736062

Minority Small Business

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Thonotosassa, FL 33592

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E-mail lhernandez@mandyselectric.com

Federal Number 59-2914874

Minority Small Business

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3316 Bainbridge Dr.
Holiday, FL 34691

Phone (727) 847-3766

Fax (727) 845-3567

E-mail philbrook3llc@aol.com

Federal Number 61-1460231

Minority Small Business

Contact Ralph Philbrook III

Crevello Electric, Inc.

3305 N. Stanley Rd.
Plant City, FL 33565

Phone (813) 986-6106

Fax (813) 986-9633

E-mail crevelloelectric@gmail.com

Federal Number 59-3559003

Minority Small Business

Contact Bill Crevello

Electrical Handyman Services

7046-B West Hillsborough Ave
Tampa, FL 33634

Phone (813) 901-8185

Fax (813) 884-5060

E-mail ehs915@aol.com

Federal Number 27-2406369

Minority Small Business

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City of Tampa MBD Office

SLBE Goal Setting Firms Report

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ELECTRICAL SERVICES

SJM Electric Corporation

333 North Falkenburg Rd, Suite B201
Tampa, FL 33619

Phone (813) 684-7459

Fax (813) 654-0420

E-mail tami@sjmelectric.com

Federal Number 20-4183090

Minority Small Business

Contact Scott Mroczkowski

YES Electric, LLC

2412 E. 7th Avenue
Tampa, FL 33605

Phone (813) 447-2531

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E-mail yeselectric@tampabay.rr.com

Federal Number 27-1341928

Minority Small Business

Contact George Pages

JBC Builders & Electric, Inc.

5001 N. Nebraska Avenue, Suite A
Tampa, FL 33603

Phone (813) 232-5000

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E-mail jbc@tampabay.rr.com

Federal Number 08-0054484

Minority Small Business

Contact Gerald Martinez

Best Price Electric Service, LLC

P.O. Box 6516
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Phone

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E-mail BestPriceElectricServ@hotmail.com

Federal Number 27-1211988

Minority Small Business

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845 Thompson Road
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Phone (813) 645-7000

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E-mail john@reliableelectricusa.com

Federal Number 59-3454485

Minority Small Business

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Slentz Electric, Inc.

1202 Gary Ave
Ellenton, FL 34222

Phone (941) 722-9227

Fax (941) 722-3318

E-mail georgeperry2@gmail.com

Federal Number 59-1996013

Minority Small Business

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Aguila Electrical Services, Inc.

8928 N. Newport Avenue
Tampa, FL 33604

Phone (813) 368-9323

Fax (813) 884-4092

E-mail sales@aguilaelectrical.com

Federal Number 20-0818128

Minority Small Business

Contact Jael Aguila

City of Tampa MBD Office



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ELECTRICAL SERVICES

A American Electrical Contractor, Inc.

9170 126th Avenue N
Largo, FL 33773

Phone (727) 588-0126

Fax (727) 588-9170

E-mail mark.aaec@yahoo.com

Federal Number 59-2603773

Minority Small Business

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St. Petersburg, FL 33704

Phone (727) 460-8779

Fax

E-mail rhythmselectric@me.com

Federal Number 27-3150153

Minority Small Business

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Tampa, FL 33614

Phone (813) 986-3472

Fax (813) 986-5979

E-mail atrujill@tampabay.rr.com

Federal Number 59-1396630

Minority Small Business

Contact Steven Moates

IRRIGATION SYSTEMS, LABOR AND MATERIALS TO INSTALL

Ed's Lawn & Landscaping, Inc.

P.O. Box 130744
Tampa, FL 33681

Phone (813) 254-8499

Fax (813) 250-3779

E-mail edslawn@verizon.net

Federal Number 59-3239828

Minority Small Business

Contact Susan Breit

Aqua Pro Irrigation & Outdoor Services, LLC

375 Douglas Road East
Oldsmar, FL 34677

Phone (813) 814-4437

Fax (813) 814-9710

E-mail ken@aquaproirrigation.com

Federal Number 59-3387591

Minority Small Business

Contact Martha Wagenbrenner

PIPE AND PIPE FITTINGS

Suca Pipe Supply, Inc.

P.O. Box 272482
Tampa, FL 33618

Phone (813) 249-7902

Fax (813) 249-7384

E-mail slmau44@yahoo.com

Federal Number 59-2499571

Minority Small Business

Contact Secedrick McIntyre

City of Tampa MBD Office

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PIPE AND PIPE FITTINGS

Reich Construction Services, Inc.

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Largo, FL 33779-1047

Phone (727) 235-1460

Fax

E-mail mimi.reich@yahoo.com

Federal Number 59-3557617

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Phone (813) 476-9933

Fax (866) 850-1332

E-mail ddeenah@drdenterprise.com

Federal Number 20-4675317

Minority Small Business

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Pinellas Park, FL 33782

Phone (727) 547-8100

Fax (727) 547-8101

E-mail jim@larsencivil.com

Federal Number 20-3567884

Minority Small Business

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Phone (941) 286-3240

Fax (941) 214-8215

E-mail info@marsupplyco.com

Federal Number 27-0206845

Minority Small Business

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Fax (727) 823-3977

E-mail gterrell@verizon.net

Federal Number 65-0530148

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SLBE Goal Setting Firms Report

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SOD, SEED SOIL, AND INOCULANTS

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4855 162nd Avenue North
Clearwater, FL 33762

Phone (727) 535-6263

Fax (727) 536-6855

E-mail vjmorelli@tampabay.rr.com

Federal Number 59-1877993

Minority Small Business

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E-mail edslawn@verizon.net

Federal Number 59-3239828

Minority Small Business

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10105 11th Street North
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Fax (813) 971-0882

E-mail paulrobinson22@msn.com

Federal Number 59-1341451

Minority Small Business

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P.O. Box 4047
Tampa, FL 33677

Phone (813) 404-1509

Fax (813) 476-6255

E-mail baronslawncare@aol.com

Federal Number 65-0837654

Minority Small Business

Contact Randy Conte

Sunbelt Sod & Grading Company

819 - 9th St. N.E.
Ruskin, FL 33570

Phone (813) 641-9855

Fax (813) 645-7263

E-mail sunbeltsod@verizon.net

Federal Number 13-4250933

Minority Small Business

Contact Lesley Silva

NPC Mowing & Landscaping

P.O. Box 292873 6441 Eureka Springs
Road
Tampa, FL 33687-2873

Phone (813) 967-4386

Fax (352) 668-3295

E-mail Jwoodho793@aol.com

Federal Number 03-0555858

Minority Small Business

Contact John Woodhouse

City of Tampa MBD Office



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SOD, SEED SOIL, AND INOCULANTS

Fresh Start Development, Inc.

P.O. Box 310592
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Phone (813) 758-5345

Fax (813) 333-5949

E-mail freshstartdevelop@yahoo.com

Federal Number 20-3857845

Minority Small Business

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Cardinal Landscaping Services of Tampa, Inc.

817 E. Okaloosa Ave.
Tampa, FL 33604

Phone (813) 915-9696

Fax (813) 915-9695

E-mail Mike@cardinallandscape.com

Federal Number 59-3394554

Minority Small Business

Contact Mark Mantei

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17633 Gunn Hwy #236
Odessa, FL 33556

Phone (727) 376-4465

Fax (813) 425-0455

E-mail gmjservices@msn.com

Federal Number 43-2117741

Minority Small Business

Contact Bill Gibbs

Jungle Scapes

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Tampa, FL 33626

Phone (813) 516-9950

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E-mail info@jungle-scapes.com

Federal Number 26-2517542

Minority Small Business

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TREE SERVICES (TRIMMING, REMOVAL,

P & L Cleaning Service

5508 North 50th Street
Tampa, FL 33610

Phone (813) 850-2028

Fax (813) 623-3936

E-mail lewispat4u@aol.com

Federal Number 59-3759542

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SLBE Goal Setting Firms Report

as of 10/23/2013



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Fax (813) 333-5949

E-mail freshstartdevelop@yahoo.com

Federal Number 20-3857845

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Fax (813) 350-9139

E-mail kimberly.martinez33@gmail.com

Federal Number 59-3404710

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Federal Number 27-1037046

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Federal Number 41-2229440

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Pinellas Park, FL 33781

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Federal Number 45-2470169

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E-mail dcastro@ortzak.com

Federal Number 45-4837502

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SLBE Goal Setting Firms Report

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P.O. Box 992
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E-mail jtrucker151@aol.com

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Minority Small Business

Contact Anthony Carreno

Professional Property Services

10105 11th Street North
Tampa, FL 33612

Phone (813) 972-4057

Fax (813) 971-0882

E-mail paulrobinson22@msn.com

Federal Number 59-1341451

Minority Small Business

Contact Hyacinth Robinson

Par Development Partners, Inc.

10002 Forest Hills Dr
Tampa, FL 33612

Phone (813) 374-2856

Fax (866) 594-2505

E-mail ydwilson@aol.com

Federal Number 20-5657414

Minority Small Business

Contact Yancy Wilson

Howard Sealcoating & Land Clearing

1911N. 57th St
Tampa, FL 33619

Phone (305) 693-8972

Fax (305) 693-8985

E-mail lhoward@asphaltfl.com

Federal Number 65-0802138

Minority Small Business

Contact Leroy Howard

Charlie Brown's Hauling & Demolition, Inc.

P.O. Box 1178
Dade City, FL 33526

Phone (352) 521-0482

Fax (352) 521-5915

E-mail Charliwbrown@aol.com

Federal Number 20-1874672

Minority Small Business

Contact Charlie Brown

City of Tampa MBD Office



SLBE Goal Setting Firms Report

as of 10/23/2013

TRUCKING & HAULING

Suarez Grading Enterprises, Inc.

P.O. Box 89579
Tampa, FL 33689

Phone (813) 663-9037

Fax (813) 620-4158

E-mail l.martinez@suarezgrading.com

Federal Number 84-1681751

Minority Small Business

Contact Pedro Suarez

Accelerated Waste Solutions of North America, LLC

10226 Oslin St
Tampa, FL 33615

Phone (866) 698-2874

Fax (813) 871-0377

E-mail cityoftampa@acceleratedwaste.com

Federal Number 27-1394911

Minority Small Business

Contact Fred Tomlin

TNT Environmental, LLC

17852 Pine Knoll Drive
Dade City, FL 33523

Phone (352) 567-1822

Fax (352) 567-5817

E-mail tntenvironmental@gmail.com

Federal Number 26-3864129

Minority Small Business

Contact Christopher Leiberid

J M J Hauling, Inc.

8209 69th St E
Palmetto, FL 34221

Phone (917) 544-9741

Fax (941) 721-6932

E-mail mvachu@tampabay.rr.com

Federal Number 32-0270935

Minority Small Business

Contact Bachu Maniram

Manes Trucking, Inc.

5812 Imperial Key
Tampa, FL 33615

Phone (813) 475-4466

Fax (813) 475-4466

E-mail manestrucking22@tampabay.rr.com

Federal Number 59-3594014

Minority Small Business

Contact Amelia Manes

SLBE Contract Goal

Goal
26.9%

Instructions Regarding Use of the SLBE Goal Setting List

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

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

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

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT	Construction	Construction-Related	Professional	Non-Professional	Goods
	Black	Asian	Black	Black	Black
	Hispanic	Native Am.	Hispanic	Asian	Hispanic
	Native Am.	Woman	Asian	Native Am.	Asian
	Woman		Native Am.		Native Am.
			Woman		Woman

Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK	Construction	Construction-Related	Professional	Non-Professional	Goods
	Black	Black	Black	Black	Black
		Asian	Hispanic	Asian	Asian
		Native Am.	Asian	Native Am.	Native Am.
		Woman	Native Am.		Woman
			Woman		

Policy

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

Index

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

Industry Categories

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

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

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

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

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

MBD Form-70

SOLICITATION FOR SUBCONTRACTOR QUOTES

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

To Subcontractor:

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

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

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

Please complete and submit with your subcontract bid or response:

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

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

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

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

Contract 14-C-00006; Lake Eckles Pump Station and Force Main Replacement

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
0100-1	Contingency	LS	1	Seventy Five Thousand Dollars and No Cents	\$ 75,000.00	\$ 75,000.00
0101-1	Mobilization	LS	1	Forty Seven Thousand Three Hundred Dollars and No Cents	\$ 47,300.00	\$ 47,300.00
0102-1	Maintenance of Traffic	LS	1		\$	\$
0104-1	Erosion and Tree Protection	LS	1		\$	\$
0105-1	Tree and Root Pruning	LS	1		\$	\$
0108-1	Dewatering and By-Pass Pumping	LS	1		\$	\$
0113-1	Irrigation Repairs	LS	1		\$	\$
0120-3	Grading	LS	1		\$	\$
0127-10	Demolition	LS	1		\$	\$
0285-7	Permanent Pavement Base - 8"	CY	174		\$	\$
0327-1	Milling 1 Inch Asphalt	SY-IN	2700		\$	\$
0334-1	Permanent Pavement Surface Replacement - 1" S-3	TN	140		\$	\$
0334-4	Permanent Pavement Replacement - 1.5" S-1	TN	80		\$	\$
0350-20	Concrete Driveway Replacement	SY	38		\$	\$
0400-10	Wetwell Construction	LS	1		\$	\$
0400-15	Valve Vault Construction	LS	1		\$	\$
0400-20	Wetwell and Valve Vault Top Slab	LS	1		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0400-25	Meter Vault and Top Slab	LS	1		\$	\$
0405-1	Aluminum Access Hatches	LS	1		\$	\$
0410-10	10" PVC C900 Forcemain	LF	2250		\$	\$
0410-15	10" Ductile Iron Forcemain	LF	130		\$	\$
0410-20	10" Ductile Iron Fittings	EA	26		\$	\$
0415-1	Plug Existing Forcemain and Bulkhead Inlet	LS	1		\$	\$
0416-3	Repair/Relocate House Utility Service *	EA	3		\$	\$
0420-2	Ductile Iron Pump Station Piping	LS	1		\$	\$
0432-10	6" & 8" Plug Valves	LS	1		\$	\$
0432-15	8" Check Valves	LS	1		\$	\$
0432-20	Sluice Gate Valve	LS	1		\$	\$
0435-2	Lake Intake Structure Grate	LS	1		\$	\$
0438-10	Flygt Submersible Pumps	LS	1		\$	\$
0520-10	Concrete Curb Type "F"	LF	40		\$	\$
0570-1	Sod Replacement	SY	550		\$	\$
6940-10	Control Panels	LS	1		\$	\$
	* Contingent Item - See SP-60				\$	\$
				TOTAL	\$	\$

Contract 14-C-00006; Lake Eckles Pump Station and Force Main Replacement

Computed Total Price In Words:

_____ dollars and _____ cents.

Computed Total Price in Figures: \$ _____

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

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

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

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

Signed _____

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

Contract 14-C-00006; Lake Eckles Pump Station and Force Main Replacement

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

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

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

Dated _____, 2013

(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 _____, 2013 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 _____, 2013 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 _____, 2013 by _____ who signed on behalf of the said firm. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

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

Contract _____ Bid Date _____

Bidder _____

Signature _____ Date _____

Name _____ Title _____

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

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

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

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

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

GFCEP

Compliance Plan: Guidance For Meeting Good Faith Efforts

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



Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (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 14-C-00006; Lake Eckles Pump Station and Force Main Replacement

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called the Principal) and _____

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 14-C-00006, Lake Eckles Pump Station and Force Main Replacement.

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2013.

Principal

BY _____

TITLE _____

BY _____

TITLE _____

Countersigned:
(SEAL)

Local Resident Producing Agent

Local Resident Producing Agent's Address

Name of Local Agency

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

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of Contract 14-C-00006 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 _____, 2013, 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 14-C-00006; Lake Eckles Pump Station and Force Main Replacement, shall include, but not be limited to, demolition of existing above grade pump station building, generator, pump and motor, fuel storage tank and piping, control wiring, and top slab; construction of valve vault, flow meter vault, and new top slabs; installation of submersible pumps, plug and check valves, and control panel; site grading and sodding; and installation of about 2300 feet of 10" PVC force main 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 conditions(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. _____

Justin R. Vaske, Assistant City Attorney

Contractor

By: _____
(SEAL)

Title:

ATTEST:

Secretary

TAMPA PAYMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 2013 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 _____, 2013 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 _____, 2013 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.

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SPECIFIC PROVISIONS

SP-1 Scope

The work included under these Contract Documents comprises the demolition of above-grade pump station and construction of below-grade pump station, valve vault, and ten inch force main, along with all miscellaneous and appurtenant work.

The work consists of furnishing, constructing, installing, testing and maintaining the said sewers and structures complete and in place.

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

This work also includes general cleanup, start-up and testing of all installed equipment to ensure satisfactory operation of the pumping station and all other work required by the Contract Documents necessary to make the pumping station complete and functional.

SP-2 Permits

The City will obtain permits required from any State or County agencies having jurisdiction over the roadways and for any railroad or highway crossings shown on the Plans. The Contractor shall be required to comply with all provisions of such permits regarding workmanship, schedules, maintenance of traffic, notification of starting construction, pavement removal and replacement and other conditions under which the permit is issued.

The Contractor shall obtain all permits required to comply with SP-24.C Maintenance of Traffic, contained herein.

The Contractor shall obtain an NPDES Permit for discharge of ground water from dewatering activities to surface waters. The City shall obtain SWFWMD and Hillsborough County EPC Permits, if required, and provide the Contractor with copies.

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

City/County building permit fees will be paid by the City. Right-of-way and maintenance of traffic permit fees shall be paid by the Contractor.

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

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

The Contractor is encouraged to contact the City's Construction Services Division prior to commencement of work to ascertain their respective requirements.

SP-3 Intent

Stormwater facilities 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 in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as though it were specifically delineated or described. The cost of this work shall be included in the cost of the pay item to which it is incidental, and no additional payment will be made therefor.

SP-4 Standard Drawings

The City of Tampa, Stormwater Technical Standards and Transportation Divisions' Standard Drawings are available on the 6th Floor, East Wing of City Hall Annex, 306 East Jackson Street.

These standard drawings are available for bidding and construction purposes, but are not part of the refundable deposit made for the Plans and Specifications.

SP-5 Working Drawings

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

SP-6 Environmental Protection

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

SP-7 Use of Explosives

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

SP-8 Construction Start

Construction will not begin prior to receipt by the City of the required permits or until all necessary equipment and materials are on-site. If issuance of the Notice to Proceed is delayed due to permit acquisition, the contract time will be extended to suit, but no extra payment will be made to the Contractor.

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SP-9 Coordination and Cooperation

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

SP-10 Connections Between Construction

The Contractor shall provide an approved type masonry bulkhead, spigot plug, bell cap, or standard pipe plug in the sewer, manhole, junction chamber, pipe stub or other location to provide for terminating construction when the work is performed in phases and the connecting phase is not complete.

The Contractor shall remove any such bulkhead or plug encountered when connecting to previously completed work.

The cost of furnishing and removing bulkheads and plugs shall be included in the various classified unit price Contract Items for pipe lines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-11 Construction Easements

In the event that, in the opinion of the Contractor, obtaining a temporary construction easement is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such easements from the Owner of the property. If such easements are obtained by the Contractor, they shall contain provisions to hold the City harmless from any operations of the Contractor within the easement limits. The Contractor shall not conduct construction operations on private property outside the limits of any easement obtained by the City or of any City-owned right-of-way unless a copy of the temporary construction easement agreement is filed with the Engineer.

SP-12 Releasing Facilities for Use

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

SP-13 Material and Equipment Approval

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

SP-14 Contractor Emergency Response Time

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

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SP-15 Contractor's Field Office

Delete Article G-6.03 Contractor's Field Office on Page G-10 from GENERAL PROVISIONS. The Contractor or an authorized agent shall be present at all times while his work is in progress. Readily accessible copies of both the contract documents and the latest approved working drawings shall be kept at the job site.

SP-16 Salvage

All existing pipe and appurtenances removed by the Contractor and which are not designated to be salvaged shall become the property of the Contractor and shall be removed from the site of the work to the Contractor's own place of disposal.

Items which are shown on the Plans or specified to be salvaged shall be removed by the Contractor, delivered, and unloaded at a location within the city limits, as directed by the Engineer. The cost of removing, disposing, delivering, and unloading as salvage items of pipe and appurtenances shall be included in the various classified unit price Contract Items or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-17 Sequence of Operations

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

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

SP-18 Dewatering

Dewatering is the responsibility of the Contractor. All costs associated with dewatering shall be included in the appropriate contract price for items to which dewatering is incidental, or in the total Lump Sum Price, as applicable, and no separate payment shall be made therefor.

Before commencing any excavation at the site of the work, the Contractor shall submit to the Engineer and obtain approval of the methods and equipment and arrangement of facilities proposed for the removal and disposal of water at the site and of all water entering any excavation or other part of the work from any source whatsoever. Adequate standby facilities shall be provided to ensure that the excavation will be kept dry in the event of power failure or mechanical breakdown. Facilities for removal and disposal of water shall be of sufficient capacity to keep the excavation dry under all circumstances with one-half of the facilities out of service. If well points are used, provision shall be made for removing and resetting individual well points without taking the system of which they are a part out of service.

SP-19 Prevention, Control and Abatement of Erosion and Water Pollution

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

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

The Contractor shall take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs and other water impoundments with fuels, oils, bitumen, calcium chloride or other harmful materials. Also, he shall conduct and schedule his operations so as to avoid or otherwise minimize pollution or siltation of such streams, and the like, and to avoid interference with movement of migratory fish. No residue from dust collectors or washers shall be dumped into any live stream.

Storm drainage facilities, both open and closed conduit, serving the construction area shall be protected by the Contractor from pollutant and contaminants. If the Engineer determines that siltation of drainage facilities has resulted due to the project, the Engineer will advise the Contractor to remove and properly dispose of the deposited material. Should the Contractor fail to or elect not to remove the deposits, the City will provide maintenance cleaning as needed and will charge all costs of such service against the amount of money due or to become due the Contractor.

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

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

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

The Contractor shall comply with the applicable provisions of the Hillsborough County Land Development Code concerning grading, filling, excavation, soil removal, and the like, as amended.

The Contractor shall schedule his operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations; and the duration of exposed, uncompleted construction to the elements shall be as short as practicable.

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

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

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SP-20 Project Sign

The Contractor shall furnish a project sign as shown on the detail included herein, and install it in the construction area as directed by the Engineer.

The cost of fabrication, erection, maintenance, removal, and proper disposal of the project sign at the completion of the project, including all labor and materials shall be deemed included in the prices bid for the various Contract Items of this Contract, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

No extra payment will be made for obliterating of certain names and offices and replacement thereof with others because of administrative changes during the course of the Contract.

SP-21 Informational Sign

The Contractor shall provide up to six (6) each 48" x 48" informational signs, lettered and located in accordance with Department of Public Works, Traffic Division.

The cost of fabrication, erection, maintenance and removal upon project completion of the informational signs, including all labor and materials, shall be deemed included in the prices bid for the various Contract Items of this Contract, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor. No extra payment will be made for obliterating of certain information and replacement thereof with other because of changes during the course of the Contract.

SP-22 Construction Operations

In City streets, excavated materials shall, where practicable, be deposited upon streets, sidewalks, driveways, or other paved surfaces within the street right-of-way, except that interruptions to the use of driveways shall be kept to a minimum. The Contractor shall clean up areas from which soil has been removed at the end of each day by sweeping, washing, or other approved methods. When the work is halted by rain, the Contractor shall clean up the working areas before leaving the site.

Trenches shall be protected at the close of each day's operations by lighted barricades, fences, and other methods to the satisfaction of the Engineer. Fences shall meet ASHA standards and be structurally stable as approved by the Engineer. No excavations shall be left open over a weekend.

In general, pipes shall be laid in open cut, except when another method, such as jacking, augering or tunneling is shown on the Plans, specified or ordered.

In City, State and County highways, excavated materials shall not be stored or cast upon the pavement, unless an advance approval of the governing agency is first obtained by the Contractor.

SP-23 Project Cleanup

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

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SP-24 Maintenance of Traffic

The Contractor shall arrange his work so that there will be as little disruption of traffic as possible.

At least seventy-two hours before starting any work in City streets, the Contractor shall obtain a City of Tampa Street Closure Permit for any traffic lane or street closure within the City. The permit will establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. If the Contractor proposes a complete street closure, a detailed traffic maintenance plan shall be submitted to the City of Tampa Traffic Engineering Division together with the application for the Street Closure Permit. The traffic maintenance plan shall include proposed detour routes and locations and descriptions of direction signs for the construction area and detour routes. Two approved copies of all Street Closure Permits shall be submitted to the Engineer before starting any work in City streets. No changes to approved Street Closure Permits will be permitted without prior approval by the City.

The Contractor shall furnish and maintain all necessary signs, barricades, lights and flagmen necessary to control traffic and provide for safety to the public, all in compliance with the Florida Department of Transportation "Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations," with subsequent revisions and additions, and to the satisfaction of the Engineer.

The cost of maintaining traffic and of any additional earth excavation, selected fill, temporary wearing surface, temporary bridges, barricades, warning lights, flagmen, and like work required therefor shall be included under the various classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no additional payment will be made therefor.

SP-25 Work in Streets and Highways

All work within streets and highways shall be subject to the regulations and requirements of the appropriate agencies. Within the City of Tampa, streets and highways are under the jurisdiction of the City of Tampa, Department of Public Works or State of Florida, Department of Transportation. Outside the City of Tampa, streets and highways are under the jurisdiction of the County of Hillsborough or the State Department of Transportation.

Methods and materials of construction used in restoration within such streets and highways, including pavement, sidewalk, curb, curb and gutter removal and replacement, replacement of storm sewerage facilities, excavation and backfilling, and the storage of plant, materials and equipment shall conform to the requirements of the City of Tampa and, where applicable, the County of Hillsborough or State Department of Transportation, and will be subject to the inspection and approval of the duly authorized representatives of the City, County and the State.

SP-26 Surface Restoration

Where construction activities are conducted in existing grassed areas, the grassed areas shall be restored as specified or directed by sodding or grassing. Such restoration of grassed areas shall conform to the requirements of the Workmanship and Materials Section W-17 "Lawn Replacement."

The Contractor shall replace or repair all ground surfaces damaged during construction. Any bushes, flowers, gardens, patios, or other landscaping and irrigation systems disturbed by the construction project shall be repaired or replaced by the Contractor. The cost of such ground surface repair shall be included in the various classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

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Existing corrugated metal and concrete pipe culverts removed during the construction work shall be stored and maintained in sound, useful condition and replaced upon completion of the work. Culverts damaged by the Contractor shall be replaced with new culverts meeting the applicable requirements of the Standard Specifications for Road and Bridge Construction published by the Florida Department of Transportation. No separate payment will be made for replacement of damaged culverts.

SP-27 Existing Public Facilities

Existing public facilities that are removed by construction operations under this contract shall be replaced by the Contractor to City of Tampa specifications. These items shall include all public benches, playground light poles, shelters, roadway signs, and replacement of these items shall be considered incidental to the cost of construction, and no separate payment will be made therefor.

SP-28 Work Adjacent to Utilities

Existing utilities including house services adjacent to or crossing the line of the work shall be protected as shown on the Plans, specified hereinbefore, and in accordance with the requirements of the General Provisions.

SP-29 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 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 or sanitary sewer pipe items, and no separate payment shall be made therefor.

SP-30 Conflict Structure

Where a sanitary sewer line runs through a conflict structure, the portion of sanitary sewer spanning the structure shall be PVC encased in a steel sleeve. The annular space between the PVC pipe and the steel sleeve shall be sealed at each end as shown in the plans and contract documents. Payment shall be made under the appropriate conflict structure item. Unit bid price in this case shall reflect the PVC pipe, steel sleeve, etc., required to meet the above requirements and the standard details.

When a water main is carried through a conflict structure, the water line shall be encased in a steel sleeve. The diameter of the sleeve pipe shall be such as to allow about one inch (1") minimum clearance all around the existing water main (including the bell ends). Payment shall be made under the appropriate conflict structure item. Bid price for such structures shall include all costs for furnishing and installing such steel sleeve.

SP-31 House Services

The various utilities, along the line of the work, which are shown on the Plans or located in the field during the course of the work may have house services connected to them. The Contractor is required to give all utility agencies 48 hours notice prior to start of work. The Contractor shall notify the various utility companies by calling the Sunshine

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State One Call of Florida, Inc. (1-800-432-4770) or, if necessary, by contacting the utilities individually. When such notice is properly given, the utility having jurisdiction will locate house services along the line of work. The Contractor shall protect all existing house services which are shown on the Plans or located in the field during the course of the work. The Contractor shall arrange his operations to avoid any damage or disruption of water, gas, sewer, electric, telephone, and other house services.

Methods and techniques used by the Contractor to protect and maintain house services shall be subject to the prior approval of the Engineer.

Water and sewer services damaged or removed due to the work methods of the Contractor shall be replaced by the Contractor to such limits as directed by the Engineer. Materials used for such replacements shall be similar to those in the existing service or shall conform to the current standards of the utility as directed by the Engineer. All damaged water and sewer services shall be promptly repaired and shall be returned to service within 24 hours after the damage has occurred.

Other public utility house services which are damaged or removed due to the work methods of the Contractor will be repaired by the utility having jurisdiction and the cost of such repairs shall be borne by the Contractor.

Where the relocation or special maintenance of house services, as shown on the Plans, is required during construction of new pipelines the disruption of such services shall be kept to a minimum period of time as approved by the Engineer.

Unless otherwise specified in other Contract Items, as applicable, the cost of protecting, replacing, repairing, relocating and maintaining house services shall be included in the various classified unit price Contract Items for pipelines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

The maintenance and guaranty provisions of the Agreement shall also apply to all repairs and replacements of damaged or relocated services accomplished by the Contractor.

SP-32 Short Tunnels

Sewers or force mains shall be constructed in short tunnels when determined necessary by the Engineer to protect trees, shrubs, and existing surface or subsurface utilities and structures. Short tunnels shall be constructed to the lengths specified and directed in writing by the Engineer. Separate payment for short tunnels will not be made but shall be included in the Contract Unit Price for which the short tunnel is incidental.

SP-33 Protection of Trees and Shrubs

All trees and shrubs, except where otherwise shown or ordered, shall be adequately protected by boxes, fences, or otherwise carefully supported, as necessary, by the Contractor. Protective barricades shall be placed around all protected trees and grand trees and shall remain in place until all potentially damaging construction activities are completed (see attached barricade detail). The Planning and Development Department, Natural Resources must inspect the site after tree protection devices have been installed and prior to construction. A 48-hour notice must be given to Natural Resources to schedule the inspection. No excavated or backfill material shall be placed in a manner which, in the opinion of the Engineer, may result in damage to trees or shrubs. Prior to mobilization, all exposed roots shall be covered with a two (2)-inch layer of mulch. The Contractor shall replace all trees or shrubs which are destroyed or damaged to such extent, in the opinion of the Engineer, to be considered destroyed. Replacement of destroyed trees

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or shrubs shall be made with new stock conforming to the requirements of the City's Tree Ordinance at the expense of the Contractor, and no separate payment will be made therefor.

Beneath trees within the limits of the excavation, and where possible, pipelines shall be built in short tunnels, except as otherwise shown or specified. When the tree is outside the limits of the excavation but, where the distance from the centerline of the new pipeline to the trunk of any tree is such that, in the opinion of the Engineer, the excavation would result in serious damage to the tree, the pipeline shall be constructed in short tunnel, as ordered in writing by the Engineer. The Contractor shall be responsible for all damage to trees and shrubs as a result of his operations, whether the pipeline is placed on trench, tunnel, or other excavation.

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.

The cost of protection of trees and shrubs, replacement or repair of trees or shrubs destroyed by the Contractor, short tunnels, and cutting or trimming of tree branches shall be included in the various classified unit price Contract Items for Tree or Root Pruning, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-34 Existing Storm Drainage Facilities

In the course of the work, it will be necessary to install the pipeline under or closely adjacent to existing culverts and other storm drainage facilities. The Contractor shall protect all existing storm drainage facilities which are shown on the Plans or located in the field during the course of the work. When approved by the Engineer, relocation or special maintenance of storm drainage facilities during construction will be permitted. Disruption of service shall be kept to a minimum.

Facilities which are damaged due to the work method of the Contractor shall be replaced by the Contractor to such limits as directed by the Engineer. Materials used for such replacements shall be similar to those used in the existing facility and shall conform to City Standards for the construction of storm sewers for work done in the City of Tampa. Work done outside the City shall conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction."

The cost of protecting, replacing, relocating and maintaining storm drainage facilities shall be included in the various classified unit price Contract Items for pipelines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor, unless otherwise specified in other Contract Items.

The maintenance and guarantee provisions of the Agreement shall also apply to all replacements of damaged or relocated storm drainage facilities accomplished by the Contractor.

SP-35 Work in Private Property

Where portions of the work are constructed in easements through private properties, the limits of such City-owned easements are as shown on the Plans.

Upon completion of work in City-owned easements, the Contractor shall restore the property, including all fences or other structures disturbed by the work, as nearly as possible to the condition in which it was found. No material shall be used or removed from private property without the approval of the Engineer.

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The Contractor shall confine operations in such private properties within the limits of the easements as shown or directed by the Engineer.

The Contractor shall further comply with all provisions of the grants of the City-owned easement and shall assume full responsibility as the agent of the City for all obligations of the City under such grants of easement in connection with the construction of pipelines.

The Contractor shall not enter upon or occupy any private land outside of the limits of the City-owned easement unless a copy of the written consent of the Owner is filed with the Engineer. The Contractor shall conduct his operations along easements through private property so as not to damage the property and to interfere with its ordinary use as little as possible.

SP-36 Fences

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

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

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

SP-37 Data to be Submitted on Pipe

Within ten days after the date the Contractor is issued the Notice of Award and prior to his entering into any subcontract for the manufacture or purchase of any pipe, the Contractor shall submit to the Engineer, in an amount equal to four (4) sets to be retained by the City plus the number of sets desired by the Contractor, the following information:

1. The name and address of the pipe manufacturer and the location of the plant at which the pipe will be manufactured.
2. A general description of and specifications for the pipe and pipe joints proposed.
3. Notarized certificates of manufacture for VCP, PVC, HDPE, and DIP stating conformance to applicable standards and specifications.
4. Any additional information that the Engineer may deem necessary in order to evaluate the qualifications of the manufacturer and to determine the suitability of the proposed pipe to meet the requirements of the Contract Documents.

The Contractor shall not enter into any subcontract for the furnishing of pipe until he has received the Engineer's approval, in writing, of the proposed manufacturer and pipe.

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All pipe of specified classes and materials shall be of one kind and shall be produced by a single manufacturer.

SP-38 Inspection of Reinforced Concrete Pipe

All reinforced concrete pipe, reinforced concrete arch culverts, storm drain, and sewer pipe, and all reinforced concrete elliptical pipe shall be inspected and accepted by a testing laboratory approved by the Engineer.

Each pipe 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, conformance to the dimensional requirements, and all other designations of ASTM specifications. The cost of such inspection services shall be included in the unit prices for the respective pipe items.

Unless specified otherwise on the Plans, or directed by the Engineer, all storm sewer pipes shall be ASTM Class III, B wall thickness.

Prior to the manufacture of any reinforced concrete sewer pipe, details of the steel reinforcing and concrete strength together with proof of the adequacy of the pipe design for each size and class of pipe shall be submitted to the Engineer for approval.

As proof that the design of the pipe meets the 0.01-inch crack and ultimate load strength requirements for this class of pipe, the manufacturer shall submit the results of properly certified three-edge-bearing tests already witnessed and verified by an approved independent testing laboratory on identical pipe of identical design or, if such three-edge-bearing test results are not already available or are not acceptable, shall have one pipe, at least four feet in length, tested in three-edge-bearing and witnessed and verified by an approved independent testing laboratory and shall submit certified test results. All costs associated with proof-of-design tests shall be borne by the Contractor.

Concrete sewer pipe shall be tested in accordance with the applicable provisions of ASTM Des: C 497 as required by the ASTM Specification for the pipe.

The basis of acceptance for reinforced concrete pipe shall be in accordance with Section 5.1.1 of ASTM Des: C 76 (round pipe) or ASTM Des: C 507 (elliptical pipe). During manufacture, at least one pipe section shall be shop tested to destruction in three-edge-bearing in the presence of an approved independent testing laboratory for each 1,000 feet of pipe or fraction thereof made. The test pipe sections shall be a minimum of four feet in length. The manufacturer shall have a pipe casting form, of the same inside diameter as the pipe being manufactured, together with the proper reinforcing steel cages, available at all times during manufacture for the purpose of casting test pipes at the times designated by the Engineer. Test pipe sections shall not be lined with plastic sheet. No pipe shall be tested at an age of less than 12 days, and no pipe shall be delivered to the job site until satisfactory completion of shop tests on representative pipe specimens for each 1,000-foot lot of pipe manufacturer. Proof-of-design tests performed on pipe manufactured for this Contract will be accepted by the City in lieu of shop tests for the first 1,000-foot lot of pipe of each size and class manufactured. This test must be within one (1) year of shipment for each size and class of pipe.

The basis for acceptance of nonreinforced concrete pipe shall be in accordance with Section 4.1 of ASTM Des: C 14.

The Contractor shall obtain, review and submit to the Engineer four (4) copies of certified test reports made by the City's inspection engineer. All costs associated with shop testing shall be borne by the Contractor.

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SP-39 Elliptical Concrete Pipe and Round Concrete Pipe Joints

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.

SP-40 Concrete Requirements

All concrete work will comply with FDOT Section 346, except Section 346.6.1 and other applicable sections regarding reinforced steel and site preparation.

SP-41 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 project.

SP-42 Slotted Drain Pipe

This section is not applicable.

SP-43 Sand-Cement Riprap Bags

Bags made from synthetic fiber or material shall not be used on this project. The preferred bag material is jute.

SP-44 Standard for Filter Fabric

Unless specified otherwise on the Plans, filter fabric shall be nonwoven fabric per D.O.T. Specification Sections 514 and 985. Payment for furnishing and placing the filter fabric shall be included in the contract price for the item or items to which it is incidental.

SP-45 Measurement for Payment

The quantity, in linear feet, to be measured for payment under the various classified unit price Contract Items for pipelines in open cut, or in the total Lump Sum Price, as applicable, shall be the actual length of new pipelines placed in the work, as shown, specified and directed. Depth of cut for sanitary sewers shall be measured from the original ground surface to the pipe invert. Pipelines will be measured along the centerline of the pipe as follows:

1. The measured length of gravity sanitary sewers, regardless of pipe material, will include all fittings, short tunnels and manholes with no deductions for wyes, tees and the width of manholes. Deductions in the measured length of gravity sanitary sewers will be made for the width of structures, such as junction boxes, measured from the outside face to the outside face of the structure walls, plus one foot.
2. The measured length for sanitary or stormwater force mains will include all fittings and short tunnels with

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deductions for the laid length of valves.

3. Deductions in the measured length of storm sewers will be made for the width of all structures, including manholes and inlets, measured from the inside wall to the inside wall of the structure.

SP-46 Filling Abandoned Sewers

The Contractor shall pump a lean mixture of grout into sewers as shown on the Plans and as directed by the Engineer.

The grout shall be a mixture of flyash and cement, the ratio of which shall be submitted to the Engineer for approval. The air-entraining admixture shall be permitted per Section 924. The grouting shall be carried out by pumps.

This work shall be carried out after the proposed sanitary sewer or storm sewer is functioning.

The Contractor shall take measures to ensure the pipe is completely filled with the grout. Such measures may consist of constructing temporary stand pipes, grout injection tubes, or other measures approved by the Engineer and as directed in the Workmanship and Materials section. The Contractor shall also construct approved plugs into the ends of the abandoned sewers. All costs to construct the plugs, stand pipes, grout injection tubes (or other approved measures), and any other necessary steps to provide for a complete item shall be included in the unit cost of the grout, and no additional payment shall be made therefor.

SP-47 Sanitary Sewer House Lateral Reconstruction

All sanitary sewer house laterals, in conflict, shall be reconstructed as indicated on the plans and as directed by the Engineer.

The laterals shall be constructed as indicated on the sanitary sewer standard sheet.

SP-48 Temporary Pavement Restoration

No portion of the work shall be left more than fourteen (14) days without temporary pavement surface; however, the Engineer may require that temporary pavement surface be installed sooner to ensure that no more than one-thousand (1,000) linear feet of road be open at one time. Payments on installed pipe of up to fifty percent (50%) of the unit price can be retained by the Engineer until a crushed concrete or limerock base material along with a sand seal temporary pavement surface is provided. The Engineer can restrict further pipe laying if satisfactory and on-going street restoration is not performed by the Contractor. Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid, or until final acceptance of the work.

SP-49 Alignment Survey Gravity Pipe Sewer or Force Main

The Contractor shall employ the services of a Land Surveyor, registered in the State of Florida, to survey the centerline alignment of the new gravity storm sewer pipe, gravity sanitary sewer pipe, or force main. All manhole locations or horizontal points of intersection, deflection angles, proposed manhole rim elevations, and proposed finished roadway elevations at the manholes shall be noted in the survey with their respective field stations. In the event of discrepancies between the centerline stationing shown on the Plans and that obtained by the actual field survey, the Contractor shall notify the Engineer. The Engineer will advise the Contractor of any appropriate adjustments in

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alignment of the sewer or force main, or locations of manholes or horizontal points of intersection. The alignment survey must be submitted to the Engineer and approved by him prior to submitting shop drawings on manhole, structures, inlets, etc.

The Land Surveyor shall also establish construction centerline offset hubs at 100-foot intervals as directed by the Engineer. The Contractor shall protect these hubs from displacement or damage during construction. Any offset hubs damaged or displaced shall be reset by the Land Surveyor to the satisfaction of the Engineer.

The cost of the survey and establishing and resetting offset hubs shall be included in the respective unit price Contract Item, or total Lump Sum Price, as applicable, and no additional payment will be made therefor.

SP-50 Cut Sheets

The Contractor shall furnish the Engineer with cut sheets for all pipelines installed under this Contract. The cut sheets shall be arranged in a format approved by the Engineer and shall indicate the pipe invert elevation shown on the Plans; the actual, existing ground surface elevation; and the computed cut from ground surface to pipe invert at manholes and at changes in pipe class and bedding class. The cut sheets will be reviewed by the Engineer and shall be revised as necessary by the Contractor to meet the approval of the Engineer.

SP-51 City Testing

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

SP-52 Street Pavement Base Replacement

Permanent base material shall be installed and compacted to the required densities (98% modified proctor) in layers not exceeding six (6) inches.

Payment limits for permanent pavement base replacement along pipelines shall include removal and replacement of permanent pavement base incidental to construction as shown on detail on plan Sheet C-17.

The total compacted thickness of replacement pavement base and the asphalt surface shall be a minimum of 6 inches as shown on details, on plan Sheet C-17.

SP-53 Street Pavement Surface Replacement

All streets shall be paved with at least two (2) inches of asphalt: areas over the trench line shall have one and one half (1 1/2) inches of S-1 asphalt pavement installed extending at least six (6) inches beyond the trench side walls and topped with at least one (1) inch of S-3 asphalt paving. All streets will be milled the full width of the travel lane (crown to edge of pavement) in which the pipeline is to be installed. The top layer of S-3 asphalt pavement will cover the area milled. Existing asphalt will be sawcut along the centerline of the crown and prepared according to specifications or as directed by the Engineer.

SP-55 Temporary Bulkheads

At the ends of contract sections, where adjoining pipelines or structures have not been completed and are not

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ready to be connected, temporary bulkheads, approved by the Engineer, shall be built. Such bulkheads encountered in connecting pipelines or structures included in this Contract, or pipelines or structures previously built, shall be removed by the Contractor when the need for them has passed or when ordered by the Engineer.

SP-56 Removal and Abandonment of Existing Sewer Systems within Pipeline Construction Payment Limits

The cost of removal or abandonment of existing sewer systems within pay limits including, but not limited to, pipe, inlets, manholes, manhole frames and covers, catch basins, and any other appurtenances as well as the cost to grout or sand-fill any pipe or manholes, where specified on the Plans, shall be included under the various classified unit price Contract Items for pipelines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

Removal or abandonment of existing storm or sanitary sewer systems outside the sewer system pay limits, as shown on the Plans and directed by the Engineer, shall be paid for at the appropriate Contract Unit Price, or in the total Lump Sum Price, as applicable.

SP-57 Reserved Parking Signs in Parking Meter Areas

This section is not applicable.

SP-58 Permanent Base Material

Shell will not be permitted as a base material - certification for limerock base will be required per Subsection W-16.05 in Specification W-16.

SP-59 Monthly Schedules

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

1. Well pointing
2. Main line pipe installation
3. Lateral pipe
4. Cutting subgrade
5. Base work
6. Paving
7. Restoration

SP-60 Contingent Items

Contract Items in the Proposal marked with an asterisk (*) are contingent. These items may or may not be used.

Contingent Contract Items that have an established unit price by the City or a unit bid price established by the Contractor will be the unit price the City will pay the Contractor should it become necessary to use more or less of the stated quantities.

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SP-61 Replacement of Traffic Markings and Signalization Loops

The Contractor shall furnish all labor, equipment and materials to replace, test and maintain all traffic markings (temporary and permanent) and signalization loops removed or damaged by pipeline construction and appurtenant work as shown on the Plans, specified and directed by the Engineer.

The replacement of traffic markings (temporary and permanent), signalization loops and all appurtenant work shall be replaced by the Contractor in kind.

It shall be the Contractor's responsibility to field verify before construction begins all markings and signalization loops to be replaced.

All traffic markings and signalization loops shall conform to the Workmanship and Materials standards set forth in the latest edition of the Florida Department of Transportation Standard and Supplemental Specifications.

Payment for the replacement of temporary and permanent traffic markings, signalization loops and all appurtenant work shall be included in the various classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment shall be made.

SP-62 Filling Low Areas Within City Limits

The Contractor, under Sec. 21-27 (Permit Requirements) of the City of Tampa Code, is prohibited from filling any area public or private (except where shown on the construction plans) within the project limits or anywhere within the City limits without a permit.

For filling and/or grading any area, the owner of such area shall obtain a permit from the Construction Services Center, City of Tampa. The owner shall submit existing and proposed contour plans of the area to be filled and the adjacent land for determination if a permit can be issued. Drainage patterns cannot be altered to the detriment of neighboring property owners or public rights-of-way.

The Contractor shall not deposit any fill material within the City limits without an approved permit. A copy of the permit shall be submitted to the Engineer by the Contractor prior to any filling or grading operation.

SP-63 Existing Sewage Flows

This section is not applicable.

SP-64 Bypass Pumping

Maintaining stormwater flows during all phases of construction is the responsibility of the Contractor. The Contractor shall review the plans, phasing, and the construction schedule to determine the need for bypassing to suit the sequence of operations. The bypass operation must provide continuous service. If so directed by the Engineer, the Contractor will provide around-the-clock monitoring to ensure continuous operation and service. To further ensure that no interruptions occur, the Contractor must have adequate back-up pumps on site at all times. The number of back-up pumps shall conform to the following chart:

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OPERATING BYPASS PUMPS

1-3
4-6
7-9

REQUIRED BACK-UP PUMPS

1
2
3

The hydraulic design of the bypass system shall be the sole responsibility of the Contractor. All pumps shall be of a type suitable for pumping stormwater over an indefinite period without clogging or requiring shutdown for routine maintenance. The Contractor shall submit a complete plan for his bypass system including, but not limited to, pump size and type, pump flow characteristics, and piping size, type, and diameter. All pumps shall be properly secured to avoid damage/vandalism/unauthorized shutdown and baffled to comply with all noise abatement standards. The costs of bypass pumping shall be included in the various Contract Unit Price Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-65 Pump Characteristics

Each Flygt pumping unit shall be NP3153.185 and designed for operating under the following conditions:

Rating Data

Number of Units	2	
Range of flow with satisfactory operation and corresponding approximate heads		<u>1234</u> gpm @ <u>38.70</u> ft. <u>1009</u> gpm @ <u>46.83</u> ft.
Service and characteristics of electrical power		460 - 3 phase - 60 hertz
Horsepower (minimum) hp - 3 phase		<u>20</u>
Speed, rpm		<u>1755</u>

SP-66 Data to be Submitted on Pumping Station

Within 10 days after the date upon which the Contractor is issued the Notice of Award and prior to his entering into any subcontract or placing any order for the manufacture of any equipment, the Contractor shall submit the following information, in triplicate, to the Engineer:

1. The names and addresses of the equipment manufacturers and the locations of the shops at which the equipment will be manufactured.
2. A general description of the equipment proposed.
3. Any additional information that the Engineer may deem necessary in order to determine the ability of the manufacturer to produce the equipment as called for by the Contract Documents.

Within 30 days after the date upon which the Contractor is issued the Notice to Proceed and prior to his entering into any subcontract or placing any order for the manufacture of any equipment, the Contractor shall inspect the existing pump station intake structure and sluice gate valve and provide the following information, in triplicate, to the Engineer:

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1. Condition of intake structure and grating.
2. Manufacturer name and model number of sluice gate valve located in the existing wet well on the intake piping.

SP-67 Interruption of Service

Because of the nature of the work, it is imperative that the pumping station not be out of service for very long. The Contractor shall plan all this work, especially the work pertinent to the pumping operation, in detail and ensure that all the required items and equipment are on hand and in good working condition.

Prior to initiating any work pertaining to the operation of the pumping station, the Contractor shall submit to the City a detailed plan for shutdown of the station. No shutdown shall be performed until the plan is approved by the Engineer. Contractor must provide the City with a written notice of shutdown with minimum 1 week prior notice.

Scheduling of all shutdowns (partial or full) shall be coordinated with Tampa Electric Company (TECO) and the City. The Contractor shall make provisions and pay for temporary power used in performing this work.

SP-68 Water, Light and Power

This section is not applicable.

SP-69 New Electric Service

"The Contractor shall provide, at his own expense 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." (General Provisions G-7.02.)

Prior to construction, the City will pay Tampa Electric Company (TECO) an installation fee for new service, which will be good for the duration of the contract. Any additional fees required shall be the responsibility of the Contractor.

The installation of the new permanent electrical service as well as any coordination with the City or County electrical inspection and with Tampa Electric Company shall be solely the responsibility of the Contractor. TECO will not perform any work without the following: (1) All fees paid. (2) Inspection by the appropriate electrical department.

SP-70 Electrical Equipment Certification

All equipment and materials shall be UL listed or listed and labeled as complying with the requirements of an independent testing laboratory recognized by the Florida Building Code.

An electrical product that is not available as a standard UL listed assembly (e.g. industrial equipment of unique configuration or custom design) shall be composed of UL listed components, whenever they are available, and constructed in accordance with the design documents, and the latest nationally recognized industry standards. The Contractor shall certify in writing the equipment satisfies the above requirements and that it has been installed in compliance with the latest edition of the National Electrical Code (NEC) and Chapter 5 of the City of Tampa Code.

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The certification shall be submitted to the City's Electrical Inspection Bureau, with a copy sent to the Project Engineer, prior to final inspection. A sample certification document is attached to these Specific Provisions as a formatting guide.

The Contractor shall secure all required permits and arrange for progress and final inspections as the work develops.

SP-71 Electrical Work

Where definite requirements are not set forth in the Specifications, all electrical equipment, materials, and work under this Division shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall be in accordance with applicable ANSI, IEEE, IPCEA, and NEMA standards. The work shall be performed in compliance with the latest issue of the NEC, all applicable state and municipal regulations and codes, and the service rules of the Tampa Electric Company, All equipment and materials shall be UL listed.

Where UL listing is not available for the device or an assembly as a whole, refer to the provision entitled "Electrical Equipment Certification" for submittal requirements.

SP-72 Operation and Maintenance Manual, Submittals / Request for Information / Shop Drawings

Operation and Maintenance Manuals

The Contractor shall prepare and submit to the Engineer four (4) hardcopies and one (1) high resolution color, bookmarked, and unsecured electronic portable document format (PDF) of an Operation and Maintenance Manual for all equipment and associated control systems furnished and installed under this Contract. Black and white copies will not be accepted. When the work reaches 90 percent completion, the Contractor shall submit to the Engineer for approval one (1) hardcopy and (1) PDF electronic copy of the manual with all specified material that is available at that time. The submittal shall accompany the Contractor's partial payment request for the specified completion. Within 30 days after approval of the Engineer of the PDF submittal, the Contractor shall furnish to the Engineer four (4) hardcopies of the manual. Appropriate space shall be left in the manual for material not available at the time of submittal. All missing material for the manual shall be submitted with the request for final payment.

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

1. Space shall be provided in the manual for a reduced set of record Contract Drawings, size approximately 11 by 17 inches and folded to 8-1/2 by 11 inches. Drawings will be furnished by the Engineer.
2. One copy of all approved shop drawings and diagrams for all equipment furnished. The shop drawings and diagrams shall be reduced to either 8-1/2 by 11 inches or to 11 inches in the vertical dimension and as near as practicable to 17 inches in the horizontal dimension. Such sheets shall be folded to 8-1/2 by 11 inches.
3. One copy of manufacturer's operating, lubrication and maintenance instructions for all equipment and controls furnished. All equipment operating, lubrication and maintenance instruction and procedures shall be furnished on 8-1/2 by 11 inch commercially printed or typed forms. Such forms shall include equipment name, serial number and other identifying references.

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4. One copy of manufacturer's spare parts list for all equipment furnished and prepared as specified in No. 3 above.
5. List of electrical protective relay settings and control and alarm set points.

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

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

The four (4) hardcopies of the manuals and data included therein shall be provided in conformance with the subsection headed "Working Drawings" and, in addition, to the requirements of the General Provisions. The costs of the Operation and Maintenance Manual shall be included in the various Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

Submittals / Request for Information / Shop Drawings

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

SP-73 Work Directive Change

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

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

SP-74 Additional Worker Classifications

If the Contractor determines that a worker classification and wage rate needs to be added to an existing

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Department of Labor wage determination, then he shall submit to the City the addition of such classification of worker not listed in the wage determination, together with the proposed wage rates and fringe benefits conformable to the wage determination. Such an action requires the concurrence of the employees or their representative and the City. The Wage and Hour Division U.S. Department of Labor (USDOL) must approve of the action. An additional classification action is not valid unless the USDOL has approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the view of all interested parties and the recommendation of the City.

The City shall require that any class of worker which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. The City will approve the classification and the proposed wage rate and fringe benefits only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by any classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. There is evidence of agreement on the classification and proposed wage rate among the parties involved; and
5. The request does not involve wage rates for apprentices or trainees.

If the City believes that these criteria are not met, the classification or wage rate may not be approved but shall be referred to the Wage and Hour Division for resolution of dispute.

All conformance submitted to USDOL notices will be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division must be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are complied with.

SP-75 Programmed Controls Equipment

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

A full set of the original software media and licenses and documentation for all software items used on the equipment shall be provided to the City. All application programming and configuration files and databases shall be included in as-built documents and in disk format containing itemized filename lists and ASCII Source listings of each. All hardware, wiring schemes and dip switch settings, exact as-built program listings, and digital configurations shall be included in the as-built documents.

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

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

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

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

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

SP-76 Water Main Improvements

All Water Main Construction, relocation, and related operations shall be performed in compliance with the City of Tampa Water Department Technical Standards.

SP-77 Water Service Connections

During the course of the work, some existing water service connections will be disrupted or designated to be reconstructed/relocated due to the construction. When the water main is designated to be replaced in the contract Plans, the reconnection of the existing service line to the new water main will be paid for at the contract unit price per each connection one time only. All connections shall be transferred/relocated as per current City of Tampa Water Department, Technical Standards.

Copper and polyethylene service lines which are in good condition may be continued in use at the same location as determined by the Engineer. At locations where the streets are to be reconstructed, water lines shall have a minimum of thirty-six (36) inch cover.

SP-78 Protection of Water Service Lines

The Contractor shall protect all water service lines, including those which are to be replaced, in order to minimize interruption of service to the customer. If the Contractor damages a service line which is shown on the plans, is in line with a meter box, or that has been marked in the field, then he shall immediately replace the service line per Tampa Water Department (T.W.D.). Specifications from main to meter including curb stop, making all connections, and all appurtenant work required to restore service.

The Engineer shall determine which lines, if any, are to be replaced due to damage caused by the Contractor,

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and no separate payment shall be made therefor.

SP-79 Water Service Line Replacement (Water Dept. now accepts Polyethylene Services)

Any water service line that is not copper or polyethylene shall be replaced by the Contractor per Tampa Water Department (T.W.D.) Specifications from main to meter including curb stop. The Contractor shall be compensated for this work under the appropriate Contract Item.

All copper service lines, including those having a meter box which will remain in a driveway undisturbed by construction, shall remain in service and be protected in place by the Contractor.

If the Contractor desires to temporarily disconnect the service line due to construction methodology, he must submit a written request to the Engineer at least three (3) working days prior to the proposed disconnect. If approved, the service line shall be removed from main to meter including curb stop. The Contractor shall provide twenty-four (24) hour written notice to the consumer prior to the service interruption.

Some meter boxes may be designated to be relocated outside of a driveway if the driveway is disturbed by construction. If so, a new service line shall be installed per T.W.D. Specifications from main to meter including curb stop. Schedule 40 PVC pipe shall be used to reconnect the consumer at the existing point of connection. The PVC pipe shall be extended from the downstream side of the meter to the consumer's existing point of connection. The old service line shall be cut and plugged at the main.

Service lines falling within four (4) inches of the proposed base or subbase material shall be lowered in place. Couplings shall not be used to achieve sufficient depth. If the required depth cannot be achieved without the use of couplings, a new service line shall be installed by the Contractor from main to meter as specified herein. The Contractor shall be compensated for this work under the appropriate Contract Item.

SP-80 Vibration Requirements for Rotating Equipment

This section is not applicable.

SP-81 Services of Manufacturers' Representatives

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

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

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

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SP-82 Access

GENERAL

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

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

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

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

PARKING

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

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

SP-83 Identification (Will usually need the above)

This section is not applicable.

SP-84 Piping and Equipment Identification

This section is not applicable.

SP-85 Storage of Materials

The Contractor may not use that portion of the right-of-way located between the existing/proposed curb lines or existing/proposed edges of pavement to store pipe, structures, materials, surplus excavated fill, or equipment other than that used for excavating or dewatering. The Contractor may use that portion of the right-of-way behind the existing or

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proposed curb line or off the edge of pavement for storage provided that this use does not obstruct pedestrian or vehicular traffic and conforms to the City's Tree Ordinance. If the area behind the curb line/off the edge of pavement is insufficient in size to accommodate the Contractor's storage needs, the Contractor is required to secure the use of a vacant parcel of land for use as a storage site for the duration of this project. Upon completion of the project, all storage areas will be restored to a condition which meets or exceeds the pre-construction condition of the storage area. Payment for use and restoration of storage areas will be included in the appropriate lump sum pay items and unless the area is within the pipeline pay limits, no separate payment will be made therefor.

SP-86 Temporary Stockpiling

For temporary stockpiling of the excavated material within project limits (and anywhere within City limits), the Contractor shall follow the following procedure:

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 his own expense present the above letter and a contour plan of the site to the Engineer for approval of the stockpiling site.

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 the agreement between the Contractor and the property owner.

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 or nuisance and does not interfere with the natural surface runoff in the area

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SP-87 Use of Site for Storage and Field Office

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

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

SP-88 Notice of Construction

The Contractor shall provide a minimum of 48 hours notice to the Engineer prior to performing any work involving sanitary sewer facilities. In the event that the Contractor ceases operations for more than 3 consecutive working days, he shall again provide a minimum of 48 hours notice to the Engineer prior to performing any work involving sanitary sewer facilities.

SP-89 Temporary Work Stoppages

The Contractor shall temporarily discontinue all construction activities from, and including, Thanksgiving Day through the following Sunday, and December 24 through January 2.

Prior to temporary work stoppages, all streets shall be restored to permit access to all businesses and residences and to allow ingress and egress by local traffic only. The Contractor shall maintain all streets at this condition level for the duration of the shutdown period.

All equipment, except that used for excavation and well pointing, and all materials including, but not limited to, manhole structures, pipe, and stockpiled material shall be removed to either the Contractor's storage lot or to a location outside the project area as approved by the Engineer.

The Contractor will also be required to accommodate the annual Gasparilla Parade and Gasparilla Run by ceasing construction activities and providing ingress and egress to allow local traffic only. The time limits for these requirements shall be from one day before to one day after the Gasparilla Parade and the Gasparilla Run. Accommodation of these events will entail restoration of all streets to at least a sand seal coat of crushed concrete or limerock base. All equipment, except that used for excavation and well pointing, and all materials including, but not limited to, manhole structures, pipe, and stockpiled material shall be removed to either the Contractor's storage lot or to a location outside the project area as approved by the Engineer.

All costs associated with furnishing labor, equipment, temporary pavement restoration, demobilization, mobilization, signage, barricades, clean-up, security, and any other incidentals required to accommodate the Thanksgiving, Christmas and New Years' Holidays and Gasparilla Parade and Race shall be included in the various contract unit prices, and no additional payment shall be made therefor.

SP-90 Year 2000 Compliant Product Certification

As delivered, the products/services specified herein shall be "Year 2000 Compliant." For the purpose of this solicitation and any resultant award, "Year 2000 Compliance" is the quality of a proposed product/service to provide all

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of the following functions: handle date information before, during, and after January 1, 2000, including, but not limited to, accepting date input, providing date output, and performing calculations on dates or portions of dates; function accurately and without interruption before, during, and after January 1, 2000, without any change in operations associated with the advent of the new century; respond to two-digit year date input in a way that resolves the ambiguity as to century in a disclosed, defined, and predetermined manner; and store and provide output of date information in ways that are unambiguous as to century.

SP-91 Project Photographs

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

SP-92 Project Videotaping

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.

SP-93 Reconstruction of Swales

This project consists of areas where existing ditches or swales shall be regraded according to the typical section and design as indicated on the Plans.

The Contractor may be required to fill existing ditches or swales as per designed elevations. The Contractor is to use excavated, suitable material from storm sewer construction for fill.

The cost of ditch or swale reconstruction including all material, labor, equipment, etc., to complete the job, excluding the cost of sodding, shall be included under the various classified unit price items, or in the total Lump Sum Price, as applicable, and no additional payment shall be made therefor.

SP-94 Protection of Existing Building

The Contractor shall protect the existing buildings as indicated on the Plans.

The Contractor shall hire a certified testing company to monitor vibration levels at buildings while construction takes place in the vicinity.

All costs associated with protection of the facilities and vibration monitoring services shall be included in the price of the work to which they are incidental.

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SP-95 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 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.

SP-96 Rubble Riprap

Rubble riprap shall be placed against the embankment or other work to be protected in conformity with the specifications, lines, grades, dimensions, and notes shown in the Plans.

Rubble riprap shall consist of broken concrete or of broken stone. The material shall be sound and durable, with specific gravity of at least 1.90. It shall be free of cracks, soft seams, and other structural defects. The pieces shall be roughly angular and shall be reasonably free from thin, flat, or elongated pieces.

Rubble shall be of a graded mixture, with individual pieces weighing, in general, from 20 to 300 pounds each. Not over 25 percent of the total volume shall be composed of pieces weighing less than 50 pounds each and at least 50 percent of the total volume shall be composed of pieces weighing 100 pounds or more.

SP-97 Fencing Type B, Green Vinyl

The Contractor shall include in the installation of the fencing (Contract Item 550-2) a green vinyl insert throughout its entire length. The insert shall be horizontal privacy screening, Type A for 9 gauge, with U.V. stabilizers as provided by Vision Link, or equal.

All costs associated with furnishing and installation of the green vinyl insert, complete in place, shall be included in the appropriate Contract Unit Price for fencing, and no additional payment shall be made therefor.

SP-98 Wood Bollards

The bollards shall be eight (8) inches to ten (10) inches in diameter, five (5) long, imbedded to a depth of three (3) feet with all edges rounded and smoothed for safety. The bollards shall be installed 4 feet on center. The bollards shall be number one (1) Common Southern Yellow Pine pressure treated with pentachlorophenol to a retention of at least 0.6 pound of dry chemical per cubic foot.

SP-99 Existing Sprinkler System

It is required that the Contractor walk the project prior to bid to determine the scope and extent of sprinkler

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systems that will be impacted by his work method. Existing sprinkler systems for lawns within the City right-of-way shall be protected or, if disturbed, replaced by the Contractor. All sprinkler systems shall be replaced with those of equal or better quality as approved by the Engineer. The replacement of sprinkler systems shall include all necessary parts, labor, equipment, etc., to complete the existing sprinkler system in operating condition.

The cost of protection and/or replacement of existing sprinkler systems shall be included in the contract unit price as bid for the various items, or in the total Lump Sum Price, as applicable, and no separate payment shall be made therefor.

SP-100 Removal of Existing Pavement

The Contractor shall remove existing pavement and additional excavated material required for proposed pavement grade as indicated on the Plans and as directed by the Engineer. The removal of existing pavement shall include the regrading of the shoulder, etc., as indicated on the Plans.

The cost of existing pavement removal and additional dirt removal including all labor, equipment, etc., to complete the job shall be included under the various classified unit price items, or in the total Lump Sum Price, as applicable, and no additional payment shall be made therefor.

SP-101 Pavement Replacement and Reconstruction of Existing Streets

All replacement and reconstruction of existing pavement shall be performed in accordance with the schedule as shown on the Plans.

For reconstruction outside the payment limits for pipeline construction, the Contractor shall excavate the existing street to the proposed grade, and regrade the shoulder from the edge of pavement to 5 feet beyond each side of the shoulder. All costs for reconstruction of existing streets outside the pipeline construction payment limits shall be included in the various Contract Item Unit Prices, and no separate payment shall be made therefor.

SP-102 As-Built Plans

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

The Contractor shall provide the City of Tampa with two (2) hardcopy and (1) electronic high resolution color PDF copy set of "As-Built" plans along with the supporting survey data. The survey shall be in accordance with the City of Tampa Department of Public Works specifications and note keeping standards for surveys and signed by a Land Surveyor registered in the State of Florida. Plan sheets shall have all deviations from original design annotated in red pencil to clearly show as-built conditions. Relocation of existing facilities and utilities must be clearly noted and their location identified by station, offset and elevation, when performed by the Contractor.

All relocation of structures and pipelines must be clearly shown on Plans with as-built stations and offsets verified. All as-built inverts for the entire project must be clearly noted on plan sheets. No separate payment shall be made for this work.

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

SP-103 SAFETY:

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

All Contractors' employees and sub-contractors should be given a copy of SP-103.

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

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

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

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

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

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

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

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manholes, wet-wells, pipelines, utility tunnels, etc.

The Contractor shall take measures [29 CFR 1910.146 (c)(5)] to ensure that atmospheric conditions in confined spaces are not hazardous to occupants. This can be accomplished by forcing a sufficient amount of clean air through the confined space and testing the atmosphere by using a portable certified, calibrated, atmosphere monitor that meets OSHA requirements [29 CFR 1910.146(c)(5)(ii)(C)]. The atmosphere monitor should record oxygen content, flammable gases and vapors and toxic air contaminants, such as the Industrial Scientific TMX-412.

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

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

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

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

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

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

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

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

J. Sparks: Any activity lasting more than 10 continuous minutes that creates sparks, such as grinding or chipping, shall have a dedicated fire watch in attendance. A current, portable, fully charged fire extinguisher shall be located

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with each activity creating sparks, regardless if a fire watch is required or not.

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

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

SP104 Single Source Providers

This project will include equipment or materials to be provided by single sources as authorized by the Certificates of Conditions and Circumstances which are on file in the office of the DPW, Stormwater Engineering.

* * *



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
<input type="checkbox"/> Sub <input type="checkbox"/> 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.

Building a Better Tampa

Downtown Riverwalk

Creates a waterfront pedestrian walkway connecting the south edge of the CapTrust building with MacDill Park.

\$1.5 Million investment
Scheduled for completion in October, 2012

Orion Marine
Construction, Inc.

Improvement Project



Mayor Bob Buckhorn

Project Contact:
Jim Hudock, P.E.
Contract Administration
City of Tampa
jim.hudock@tampagov.net

For information call:
(813) 635-3400



Sign Information

Building a Better Tampa

Downtown Riverwalk

Creates a waterfront pedestrian walkway connecting the south edge of the CapTrust building with MacDill Park.

*\$1.5 Million investment
Scheduled for completion in October 2012*

*Orion Marine
Construction, Inc.*

Colors

Blue: Sherwin Williams Naval SW6244

Green: Sherwin Williams Center Stage SW6920

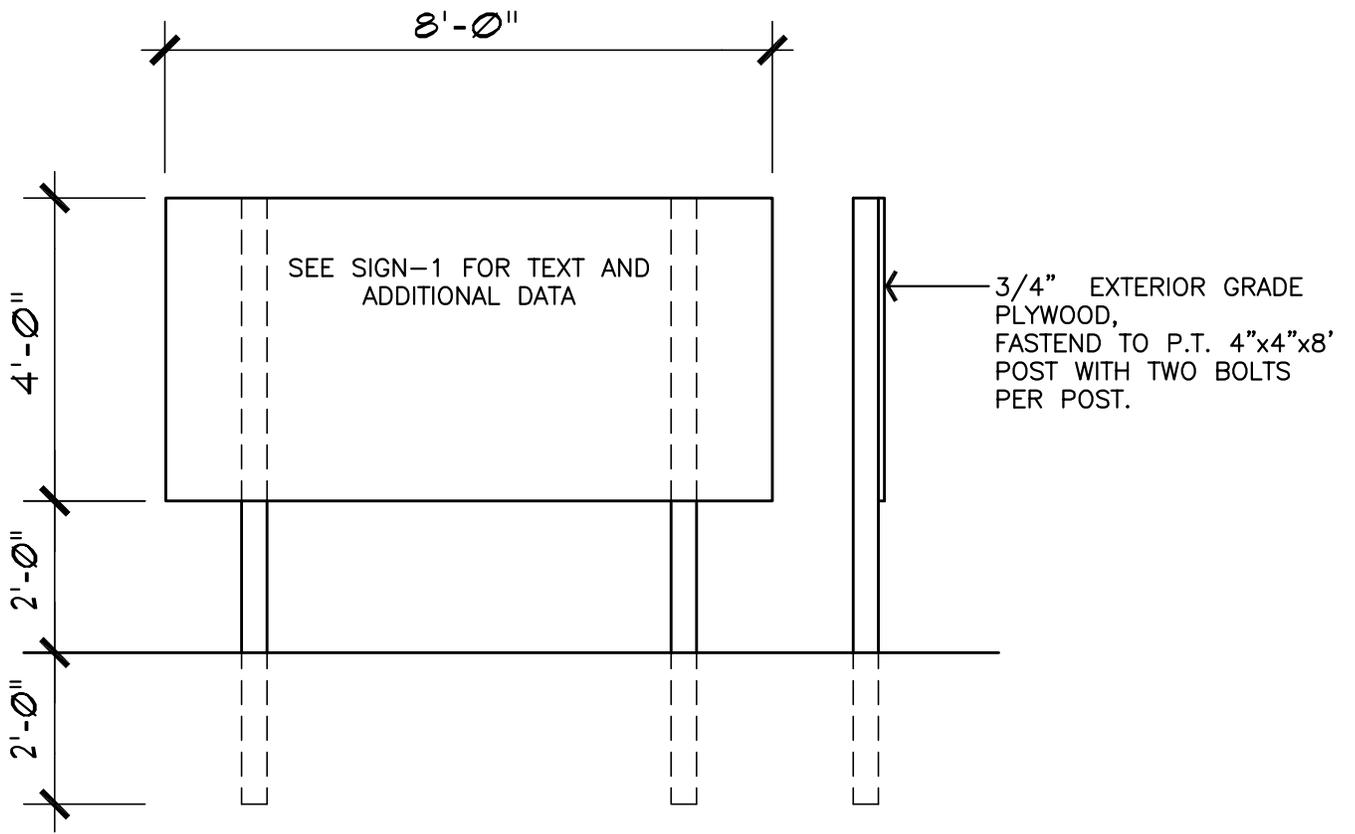
White: Sherwin Williams Pure White SW7005

Font

Franklin Gothic

SIGN EXAMPLE ONLY GRAPHIC TO BE DEVELOPED BY CONTRACTOR

scale: 3"



SPECIFICATIONS

WORKMANSHIP AND MATERIALS

SECTION 1 - EXCAVATION - EARTH AND ROCK

W-1.01 General

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

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

W-1.02 Clearing

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

W-1.03 Authorized Additional Excavation

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

W-1.04 Unauthorized Excavation

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

W-1.05 Segregation and Disposal of Material

Topsoil suitable for final grading and landscaping and excavated material suitable for backfilling or embankments shall be stockpiled separately on the site in locations approved by the Engineer. Excavated and other material shall not be stored nearer than 4 feet from the edge of any excavation and shall be so stored and retained as to prevent its falling or sliding back into the excavation. Surplus excavated material and excavated material unsuitable for backfilling or embankments shall become the property of the Contractor and shall be transported, as approved by the Engineer, away from the site of the work to the Contractor's own place of disposal.

W-1.06 Shoring and Sheeting

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

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

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

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

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

W-1.07 Sheeting Left in Place

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

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

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

W-1.08 Removal of Water

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

W-1.09 Structure Excavation

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

W-1.10 Trench Excavation

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

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

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

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

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

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

The open excavated trench preceding the pipe laying operation and the unfilled trench with pipe in place shall be kept to a minimum length causing the least disturbance to traffic and use of adjacent property. Ladders shall be provided and so located as to provide means of exit from the trench without more than 25 feet of lateral travel.

W-1.11 Rock Excavation

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

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

All shattered rock and loose pieces shall be removed.

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

For manhole excavation, the rock shall be excavated to a minimum depth of 8 inches below the bottom of the manhole base for pipelines 24 inches in diameter and larger, and 6 inches below the bottom manhole base for pipelines less than 24 inches in diameter and the excavated space

refilled with crushed stone. Placing, compacting, and shaping crushed stone for manhole bases shall be included in the appropriate Contract Items for manhole bases, and no separate payment will be made therefor.

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

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

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

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

W-1.12 Excavation for Jacking and Augering

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

* * *

SECTION 2 - BACKFILLING

W-2.01 General

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

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

W-2.02 Unsuitable Backfill Material

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

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

W-2.03 Select Fill Material - General

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

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

W-2.04 Select Fill Material - Sand

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

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

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

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

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

W-2.05 Select Fill Material - Crushed Stone

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

W-2.06 Pipe and Structure Bedding

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

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

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

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

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

W-2.07 Bedding Placement for Pipelines

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

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

W-2.08 Bedding Placement for Precast Concrete Manholes

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

W-2.09 Structure Backfill

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

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

W-2.10 Trench Backfill

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

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

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

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

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

W-2.11 Backfill for Short Tunnel

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

W-2.12 Finish Grading

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

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

W-2.13 Responsibility for After Settlement

Any depression which may develop in backfilled areas from settlement within one year after the work is fully completed and accepted shall be the responsibility of the Contractor. The Contractor shall, at his own expense, provide as needed additional backfill material, pavement base replacement, permanent pavement sidewalk curb and driveway repair or replacement, and lawn replacement and shall perform the necessary reconditioning and restoration work to bring such depressed areas to proper grade as approved by the Engineer.

W-2.14 Inspection and Testing of Backfilling

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

* * *

SECTION 6 - REINFORCING STEEL

W-6.01 Standards

Reinforcing steel bars for concrete reinforcement shall be deformed bars meeting the requirements of ASTM Des: A 615, Grade 60, unless shown or specified otherwise. They shall be free from defects, kinks, and from bends that cannot be readily and fully straightened in the field. Test certificates of the chemical and physical properties covering each shipment shall be submitted for approval.

Reinforcing mesh shall be of the electrically welded type, with wires arranged in rectangular patterns, of the sizes shown or specified and shall meet the requirements of ASTM A 185.

W-6.02 General

Reinforcing steel bars shall be supplied in lengths which will allow them to be conveniently placed in the work and provide sufficient lap at joints. Dowels of proper lengths, size, and shape shall be provided for tying walls, beams, floors, and the like together when shown, specified, or ordered.

Stirrups and ties shall have a minimum inside radius of bend of 2-1/2 bar diameters. All other bars No. 7 and smaller shall have a minimum inside radius of bend of 3 bar diameters, and No. 8 bars and larger shall have a minimum inside radius of bend of 4 bar diameters.

Splices in all reinforcements shall be lapped as specified hereinafter in "Table 1 - Grade 60 Reinforcing Bar Splice Lapping Lengths" unless shown or specified otherwise. All splices shall be staggered, unless otherwise approved by the Engineer.

TABLE 1 - GRADE 60
REINFORCING BAR SPLICE LAPPING LENGTHS

Bar Size	#3	#4	#5	#6	#7	#8	#9	#10	#11
Top Bars - ACI Class B	13	17	22	28	38	50	64	81	100
Top Bars - ACI Class C	17	23	29	37	50	66	83	106	130
Other Bars - ACI Class B	12	12	16	20	27	36	46	58	71
Other Bars - ACI Class C	12	16	20	26	36	47	60	75	93

Notes:

1. Splice length given in inches.
2. Top bars are all horizontal reinforcement so placed that more than 12 inches of concrete is cast in the member below the bar. This includes horizontal wall reinforcement.

3. Where lapping bars of different sizes, use lap required for larger bar.
4. For all bars spaced closer than 6 inches, increase lap length 25 percent.
5. Unless otherwise specified, the length of lap for splices shall be as shown for ACI Class B where no more than 50 percent of the bars are lap spliced, and as shown for ACI Class C where more than 50 percent of the bars are lap spliced.

W-6.03 Detailing

The Contractor shall submit detailed placing drawings and bar listed to the Engineer for approval in accordance with the requirements for "Working Drawings" of the General Provisions, except as otherwise specified herein.

All provisions of the latest ACI "Manual of Standard Practice for Detailing Reinforced Concrete Structures" shall be followed in the preparation of placing drawings and bar lists.

Wall and slab reinforcing shall not be billed in sections. Complete elevations of all walls and complete plans of all slabs must be shown, except that when more than one wall or slab are identical only one such elevation or plan will be required. These plans or elevations need not be true views of the walls or slabs shown. Every reinforcing bar in a slab or a wall shall be billed on either a plan or an elevation. Where necessary, sections shall be taken to clarify the arrangement of the steel reinforcement. All bars shall be identified on such sections, but in no case shall bars be billed on such sections.

For all reinforcing bars, unless the location of a bar is perfectly obvious, the location of such bar or bars shall be given by a dimension to some structural feature which must be readily distinguishable at the time bars are placed.

The set of placing drawings shall be complete in and by themselves to the extent that the bar setters will have no occasion to refer to the design drawings.

Before submittal to the Engineer, every placing drawing and bar list shall be completely checked including the quantity, size, type, length, bend dimensions, and type of support for all bars or mesh, and all other information on the drawing and list. The checking shall be done by a qualified person and all necessary corrections made.

If after placing drawings and bar lists have been submitted to the Engineer for approval, a partial or spot check by the Engineer reveals that the placing drawings obviously have not been checked by a qualified person, they will be returned to the Contractor for such a check and corrections, after which they shall be resubmitted for approval by the Engineer.

W-6.04 Delivery

Reinforcing steel shall be delivered to the work in bundles strongly tied, and each group of both bent and straight bars shall be identified with a metal tag giving the identifying number corresponding to the shop drawings and bar schedules. All bars shall be properly stored in an orderly manner, at least 12 inches off the ground and kept clean and protected from the weather, as

directed by the Engineer, after delivery at the site of the work.

W-6.05 Protection

Reinforcing steel shall be delivered without rust other than that which may have accumulated during transportation to the work. It shall at all times be fully protected from moisture, grease, dirt, mortar, and concrete. Before being placed in position, it shall be thoroughly cleaned of all loose mill scale and rust and of any dirt, coatings, or other material that might reduce the bond. If there is a delay in depositing concrete, the steel shall be inspected and satisfactorily cleaned immediately before the concrete is placed.

W-6.06 Fabrication and Installation - Bars

Bars shall be cut to required length and accurately bent before placing. Bars shall be bent in the shop unless written approval of field bending is obtained from the Engineer. If field bending is permitted, it shall be done only when the air temperature where the bending operation is performed is above 30 degrees F.

The bars shall be placed in the exact positions shown with the required spacing and shall be securely fastened in position at intersections to prevent displacement during the placing of the concrete. The bars shall be fastened with annealed wire of not less than 18 gauge or other approved devices. Spacing chairs of a type approved by the Engineer shall be furnished and properly placed to support and hold reinforcing bars in position in all beams and slabs, including slabs placed directly on the subgrade. Chairs which rest on the forms for slabs, the underside of which will be exposed to view in the finished work, shall have those portions galvanized or plastic coated which come in contact with the forms.

Splices in all reinforcement shall be lapped as specified in "Table 1 - Grade 60 Reinforcing Bar Splice Lapping Lengths" in the subsection headed "General." Splices at points of maximum tensile stress shall be avoided wherever possible. Temperature bars shall have a minimum clear spacing of 2-1/2 diameters. All bar splices shall be staggered where possible.

All welded splices shall be full penetration, butt welds, made by certified welders in accordance with AWS D12.1. Thermite welding or Cadweld type couplers may be used where approved by the Engineer.

On any section of the work where horizontal bars run further than the length of the forms, the form or head against which the work ends shall be perforated at the proper places to allow the bars to project through a distance at least equal to the lap specified. The projecting ends, however, unless otherwise directed by the Engineer, shall be of different lengths so that in no place will laps in adjoining bars in the same place occur opposite each other.

W-6.07 Installation - Mesh

Reinforcing mesh shall be placed in the positions shown, specified, or required to fit the work. Suitable spacing chairs or supports as specified for bars shall be furnished and placed to maintain the mesh in correct location. Where a flat surface of mesh is required, the mesh shall be rolled or otherwise straightened to make a perfectly flat surface before placing. The length of laps not indicated shall be approved by the Engineer.

W-6.08 Concrete Protection for Reinforcing Steel

Reinforcing steel shall be placed and held in position so that the concrete cover, as measured from the surface of the bar to the surface of the concrete, shall be not less than the following, except as otherwise shown, specified, or directed:

1. General
 - a. Concrete deposited directly against soil - 3 inches.
 - b. Concrete in contact with soil or exposed to weather or sewage – 2 inches
2. Slabs (See Item 6)
 - a. Top all surfaces - 2 inches
3. Beams - Girders - Columns (See Item 6)
 - a. To main reinforcement - 2 inches
 - b. To ties - 1-1/2 inches
4. Walls (See Item 6)
 - a. 12 inches or more thick - 2 inches
 - b. Less than 12 inches thick:
 - (1) #6 bars or larger - 2 inches
 - (2) #5 bars or smaller - 1-1/2 inches
5. Footings and Base Slabs
 - a. Top face - 3 inches
 - b. Sides and ends - 3 inches
 - c. Bottom, Concrete deposited directly against ground - 3 inches
Concrete deposited directly against lean concrete work mat - 2 inches
6. Add 1/2 inch for surfaces contacting or exposed to water or sewage.
7. Laps - as specified in "Table 1 - Grade 60 Reinforcing Bar Splice Lapping Lengths" in the subsection headed "General."
8. Spacing - clear distance between parallel bars - 2 inches minimum.

SECTION 10 - DUCTILE IRON PIPE AND FITTINGS

W-10.01 General

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

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

W-10.02 Flanged Pipe

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

W-10.03 Fittings

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

W-10.04 Flanged Joints

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

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

W-10.05 Mechanical Joints

Mechanical joints shall meet the applicable requirements of AWWA C111.

W-10.06 Push-on Joints

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

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

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

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

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

W-10.08 Sleeve-Type Couplings

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

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

W-10.09 Coatings and Linings

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

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

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

W-10.10 Harnessing

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

W-10.11 Lining for Ductile Iron Gravity Pipe

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

W-10.12 Polyethylene Encasement

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

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

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

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

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

W-10.13 Ductile Iron Pipe Exterior Coating

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

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

W-10.14 Force Main Identification

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

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SECTION 15 - LAYING AND JOINTING PIPE
FOR FORCE MAINS AND SEWERS

W-15.01 General

The installation, delivery, transportation, unloading, and stringing of pipes, fittings, and accessories for force mains and sewers shall be done in accordance with AWWA C600 for ductile iron pipe and ASTM Des: C 12 for clay and concrete pipe and ASTM D 2321 and pipe manufacturer's recommendations for PVC pipe, as modified or supplemented by the specifications of this section and by the details shown on the Plans.

Proper and suitable tools and appliances for the safe and convenient cutting, handling, and laying of the pipe and fittings shall be used.

Suitable fittings shall be used where shown and at connections where grade or alignment changes require offsets greater than those recommended by the pipe manufacturer.

Pipes and fittings shall be thoroughly cleaned before they are laid and shall be kept clean until they are accepted in the completed work.

All lines shall be closed off with bulkheads when pipe laying is not in progress.

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

Pipe shall be thoroughly cleaned before it is laid and shall be kept clean until it is accepted in the completed work. Special care shall be exercised to avoid leaving bits of wood, dirt, and other foreign particles in the pipe. If any such particles are discovered before the final acceptance of the work, they shall be removed and the pipe cleaned at the Contractor's expense.

Pipe laying for stormwater or wastewater shall begin at the low end of a run and proceed uphill. Generally, all such pipe shall be laid with bells or grooves pointing uphill. Each pipe shall be carefully placed and checked for line and grade.

Adjustments to bring pipe to line and grade shall be made by scraping away or filling in granular material under the body of the pipe, but in no case by wedging or blocking up the barrel. The faces of the spigot ends and the bells shall be brought into fair contact, and the pipe shall be firmly and completely shoved home. As the work progresses, the interior of the pipelines shall be cleaned of all dirt and superfluous materials of every description. All lines shall be kept absolutely clean during construction. Pipelines shall be laid accurately to line and grade.

Gaskets for pipe joints shall be stored in a cool place and protected from light, sunlight, heat, oil, or grease until installed. Any gaskets showing signs of checking, weathering, or other deterioration will be rejected.

Pipe shall be of the types, sizes, and classes shown on the Plans or as listed in the Contract Items.

Each piece of pipe shall be inspected and cleaned before it is lowered in the trench and any lumps or projections on the face of the spigot or tongue end or the shoulder shall be cut away. No cracked, broken, or defective pieces shall be used in the work.

Concrete pipe manufactured with a plastic sheet liner shall be laid so that the liner is on the crown of the pipe and placed symmetrically about the vertical centerline of the pipe.

Pipe laying will be permitted only in dry trenches having a stable bottom. Where groundwater is encountered, the Contractor shall make every effort to secure an absolutely dry trench bottom.

If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by improper or insufficient use of all known methods of trench dewatering, the Engineer may then order the Contractor to excavate below grade and place sufficient selected fill material, crushed stone, or Class D concrete over the trench bottom at the Contractor's own expense.

If all efforts fail to obtain this condition and the Engineer determines that the trench bottom is unsuitable for pipe foundation, he will order in writing the kind of stabilization to be constructed.

W-15.02 Transportation and Delivery

Every precaution shall be taken to prevent injury to the pipe during transportation and delivery to the site. Extreme care must be taken in loading and unloading the pipe and fittings. Such work must be done slowly with skids or suitable power equipment, and the pipe shall be under perfect control at all times. Under no condition shall the pipe be dropped, bumped, dragged, pushed, or moved in any way which will cause damage to the pipe or coating. When handling the pipe with a crane, a suitable pipe hook or sling around the pipe shall be used. Under no condition shall the sling be allowed to pass through the pipe unless adequate measures are taken to prevent damage to the pipe ends.

If in the process of transportation, handling, or laying, any pipe or special is damaged, such pipe or pipes shall be replaced or repaired by the Contractor at his own expense.

The Contractor shall furnish and install suitable blocking and stakes so as to prevent the pipe from rolling. The type of blocking and stakes, and the method of installation, shall be approved by the Engineer.

W-15.03 Pipe Laying - Trenches

Pipelines shall be laid in trench excavation on bedding material as specified under the Workmanship and Materials section W-2 headed "Backfilling," Class D concrete cradle or other foundations as shown on the Plans, specified, or ordered in writing by the Engineer. The pipe shall be properly secured against movement and pipe joints shall be made in the excavation as required.

The pipe bedding shall be carefully graded, compacted, and formed to fit the bottom quadrant of the pipe. Bell holes shall be cut out for each joint as required to permit the joint to be properly made and allow the barrel of the pipe to have full bearing throughout its length.

Where pipelines are laid in Class D concrete cradle or encasement, the installation shall conform to the requirements of the Workmanship and Materials section W-14 headed "Pipe Cradles and Encasements."

Pipelines laid on other type foundations shall be installed as specified for such other foundations or as directed in writing by the Engineer.

W-15.04 Lateral Detection Tape

Detectable underground marking tape shall be installed over all laterals from the edge of pavement to the property line. The tape shall be Harris Industries, Inc. encased aluminum foil, or equal. The 2-inch wide tape shall be APWA green and reverse printed bearing the identification of the pipe below ("Sewer" or "Storm Drain") it and a warning such as "CAUTION."

The tape shall be buried 4-6 inches. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill.

W-15.05 Mechanical Joints for Ductile Iron Pipe

In making up mechanical joints, the spigot shall be centered in the bell. The surface with which the rubber gasket comes in contact shall be cleaned thoroughly and the gasket shall be washed thoroughly with soapy water just prior to assembly of the joint. The gasket and gland shall be placed in position, the bolts inserted, and the nuts tightened fingertight. The nuts then shall be tightened 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</u> <u>Inches</u>	<u>Range of Torque</u> <u>Foot-Pounds</u>
5/8	45 - 60
3/4	75 - 90
1	80 - 100
1-1/4	105 - 120

If effective sealing is not obtained at the maximum torque listed above, the joint shall be disassembled and reassembled after a thorough cleaning.

All bolts and nuts shall be field coated with a bituminous coating after assembly of the joint.

W-15.06 Push-on Joints for Ductile Iron Pipe

In making up push-on joints, the gasket seat in the socket shall be cleaned thoroughly and the rubber gasket shall be wiped clean with a cloth. The gasket shall be placed in the socket and a

thin film of lubricant shall then be applied to the inside surface of the gasket that will come in contact with the entering pipe. The plain end of the pipe to be entered shall be cleaned thoroughly and placed in alignment with the bell of the pipe to which it is to be joined. The joint shall be made up by exerting sufficient force on the entering pipe so that its plain end is moved past the gasket until it makes contact with the base of the socket.

W-15.07 Joining Clay Pipe

The joining of clay pipe with flexible plastic joints shall be done in accordance with the manufacturer's instructions. The joint surface on both the bell and spigot ends shall be wiped clean and coated with a lubricant furnished by the manufacturer to facilitate assembly. The spigot end shall be inserted in the bell and pressure applied sufficient to seat the pipe properly. After the joint has been completed, any voids in the excavation beneath the spigot shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

W-15.08 Joining of PVC Pipe-Gravity

The assembly of gasketed joints shall be performed as recommended by the pipe manufacturer. In all cases clean the gasket and bell, especially the groove area and the spigot area, with a rag, brush or paper towel to remove any dirt or foreign material before the assembly. Lubricant shall be applied as specified by the pipe manufacturer.

Align the spigot to the bell and insert the spigot into the bell until it contacts the gasket uniformly. Apply firm steady pressure either by hand or by bar and block assembly until the spigot easily slips through the gasket.

If undue resistance to insertion of the pipe end is encountered or the reference mark does not position properly, disassemble the joint and check the position of the gasket. If it is twisted or pushed out of its seat ("rolled"), inspect components, repair or replace damaged items, clean the components, and repeat the assembly steps. Be sure both pipe lengths are in concentric alignment. If the gasket was not out of position, verify proper location of the reference mark.

To join field-cut pipe, first square cut the pipe end. Use a factory-finished beveled end as a guide for proper bevel angle and depth of bevel plus the distance to the insertion reference mark. Bevel the end using a pipe beveling tool or a wood rasp which will cut the correct taper. Round off any sharp edges on the leading edge of the bevel.

W-15.09 Joining Concrete Pipe

Before joining concrete pipe using flexible rubber gaskets, the joint surfaces of both the bell and spigot (tongue and groove) ends shall be wiped clean. Any lumps, projections, burrs, or chips which would interfere with the proper compression of the gasket shall be repaired. The spigot or tongue end with the gasket in place and with all surfaces lubricated as recommended by the manufacturer, shall be inserted into the bell or groove. Pressure shall be applied to seat the pipe properly in the bell or groove. Voids under the pipe shall be tamped full of granular material to provide full bearing for the pipe.

Curves for reinforced concrete pipe sewers shall be constructed with standard pipe where the opening of the joint on the outside of the curve is less than 1/2 inch. Where greater opening of the joint would be required, the curves shall be constructed using beveled or radius pipe with standard joints.

Curves for reinforced concrete pressure pipe or prestressed concrete pipe shall be constructed with standard pipe sections, where the opening of the joint on the outside of the curve is less than 1/2 inch, or with beveled pipe, precast elbows or combination of these methods.

W-15.10 Concrete Pipe Rubber Gasket Joints

Rubber gaskets shall be of the O-ring type or equivalent cross section approved by the Engineer. The composition and properties of the gaskets for gravity flow sewers shall meet the requirements of ASTM Des: C 443.

Composition and properties for concrete pressure pipe gaskets shall meet the requirements of the specifications for the concrete pressure pipe with which the gasket will be used.

In making O-ring rubber gasketed joints, the gasket and the pipe socket shall be lubricated with an approved rubber gasket lubricant, and the gasket shall be stretched over the spigot and placed accurately in position. The tongue or spigot end shall be carefully centered in the socket of the preceding pipe so as to avoid displacement of the gasket, and the pipe shall be drawn home fully compressing the gasket. Adjustments to line and grade shall be made in such a manner that the compressed rubber gasket will not be disturbed. Before proceeding with backfilling, the joint shall be felt completely around to determine whether the gasket is in its proper position. If the gasket can be felt out of place, the pipe shall be withdrawn and the gasket examined for cuts or breaks. If the gasket has been damaged, it shall be replaced with a new one before the pipe is replaced.

Rubber gaskets shall be stored in a cool place and protected from light, sunlight, heat, oil, or grease until installed. Any gaskets showing signs of checking, weathering, or other deterioration will be rejected.

W-15.11 Temporary Bulkheads

At the ends of contract sections, where adjoining pipelines have not been completed, and in connections built into pipelines where adjoining pipelines or structures have not been completed and are not ready to be connected, temporary bulkheads, approved by the Engineer, shall be built. Such bulkheads encountered in connecting sewers or structures included in the Contract, or pipelines or structures previously built, shall be removed by the Contractor when the need for them has passed or when ordered by the Engineer.

W-15.12 Testing

The testing of pipelines shall be done in accordance with the requirements of the Workmanship and Materials section W-18 headed "Leakage Tests."

W-15.13 Joining Clay or PVC Pipe to Ductile Iron Pipe

The joining of clay pipe to ductile iron pipe shall be accomplished with flexible compression couplings. Such couplings shall meet the requirements of ASTM DES: C 425 and shall be Series No. 1002 flexible polyvinyl chloride couplings with stainless steel compression bands as manufactured by Fernco Joint Sealer Co., Ferndale, Michigan; Band-Seal couplings as manufactured by Mission Clay Products Corp., Whittier, California; or approved equal. Installation of flexible couplings shall be done in accordance with the manufacturer's instructions. After the joint has been completed, any voids in the excavation beneath the coupling shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

The joining of PVC pipe to ductile iron pipe shall be accomplished with rigid PVC C900 x SDR-35 adapter couplings. Such couplings shall be molded of PVC material meeting ASTM D-1784 specifications. Joints shall meet ASTM D-3213 requirements with gaskets conforming to ASTM F-477. The adapter couplings shall be manufactured by Harco, Lynchburg, VA, or equal. Installation of rigid couplings shall be done in accordance with the manufacturer's instructions. After the joint has been completed, any voids in the excavation beneath the coupling shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

W-15.14 Connection to Manholes

The Contractor will be required to submit a shop drawing, detailing the method of connecting the proposed pipe to the manhole and making it watertight:

1. For connecting vitrified clay or ductile iron pipe, the Contractor shall use nonshrink grout to seal the opening between the pipe O.D. and manufactured opening in the manhole or flexible rubber boot, precast into the manhole. The boot shall have stainless steel bands to compress and seal to the proposed pipe or shall be a compression type, such as A-Lock.
2. For connecting PVC pipe, the Contractor shall use a flexible rubber boot, precast into the manhole. The boot shall have stainless steel bands to compress and seal to the proposed pipe or shall be a compression type, such as A-Lock. Should the flexible rubber boot need to be relocated or when connecting to an existing manhole, the Contractor shall perform the connection by one of two methods. The preferred method is to core the manhole and install a rubber boot. The rubber boot shall be manufactured by Kor-n-Seal, or equal. The boot shall be installed and the PVCP connection shall be in accordance with the manufacturer's instructions. If the manhole cannot be cored or if the manhole is constructed of brick, the connection shall be made with a PVC manhole adapter which has an exterior impregnated silica surface layer. The adapter shall be manufactured by GPK Products, Inc., Fargo, ND, or equal. The adapter shall be installed and grouted into the manhole wall in accordance with the manufacturer's instructions with nonshrink grout. The PVCP shall be inserted through the adapter.

W-15.15 Joint Grouting

Joints for concrete pipelines using rubber gaskets and steel end rings shall be grouted on the

outside with cement mortar composed of one part Type IA portland cement to one part sand by volume. The materials shall be thoroughly mixed to produce a uniform mortar with all aggregate particles well coated.

The joint grouting shall not advance closer than two pipe lengths to the laying operations. In grouting the joint, a cloth diaper shall be used to encase the outside diameter of the bell of the pipe and adequately straddle the joint recess so as to keep out dirt and to serve as a form for grouting. The joint space shall be filled with cement mortar, just thin enough to run around the joint. The diaper is to be left in place permanently. Before the mortar has taken its initial set, the diaper shall be examined, and if not completely filled, additional mortar shall be forced into the joint.

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