

**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-00020**

**BAYSHORE BOULEVARD BIKE LANE ENHANCEMENTS, PHASE II:  
FROM SOUTH OF S. HOWARD AVENUE TO ROME AVENUE**

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

MAY 2014

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

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**BID NOTICE MEMO**

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

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**CONTRACT NO.:** 14-C-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from south of Howard Avenue to Rome Avenue **BID DATE:** July 1, 2014 **ESTIMATE:** \$400,000 **SCOPE:** The project comprises construction of roadway-related improvements to extend the south-bound bicycle lane, including maintenance of traffic, earthwork, sodding, pavement milling and resurfacing, concrete sidewalks, pedestrian ramps, concrete curbs, granite curb resetting; signing & pavement markings, and signalization, with all associated work required for a complete project in accordance with the Contract Documents.  
**PRE-BID CONFERENCE:** Tuesday, June 17, 2014, 2:30 p.m. Attendance is not mandatory, but recommended.

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Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. 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](http://www.demandstar.com). Backup files are available at [http://www.tampagov.net/dept\\_contract\\_administration/programs\\_and\\_services/construction\\_project\\_bidding/index.asp](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](http://www.Tampagov.net). Phone (813) 274-8456 for assistance. **Email Technical Questions to:** [contractadministration@tampagov.net](mailto:contractadministration@tampagov.net) .

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NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA

Contract 14-C-00020; BAYSHORE BOULEVARD BIKE LANE ENHANCEMENTS, PHASE II:  
FROM SOUTH HOWARD AVENUE TO ROME AVENUE

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., July 1, 2014, in the 4<sup>th</sup> Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, construction of roadway-related improvements to extend south-bound bicycle lane, including maintenance of traffic, earthwork, sodding, pavement milling and resurfacing, concrete sidewalks, pedestrian ramps, concrete curbs, granite curb resetting; signing & pavement markings, and signalization, with all associated work required for a complete project in accordance with the Contract Documents.

A Pre-Bid Conference will be held , in the 4<sup>th</sup> Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street.

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

The Instructions to Bidders, Proposal, Form of Bid Bond, Agreement, Form of Public Construction Bond, Specifications, Plans and other Contract Documents may be downloaded from the website at: [http://www.tampagov.net/dept\\_contract\\_administration/programs\\_and\\_services/construction\\_project\\_bidding/index.asp](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 a Public Construction Bond within twenty (20) days after receipt of Notice of Award of Contract.

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

Bid Protest Procedures: Unless subsequently indicated otherwise, in a revised posting on the Department's web page for Construction Project Bidding, the City of Tampa intends to award the referenced project to the lowest bidder listed in the tabulation posted on or about the date of Bid Opening. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting thereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

**Communication with City Staff**

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

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](mailto:ContractAdministration@tampagov.net)

NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA

Contract 14-C-00020; BAYSHORE BOULEVARD BIKE LANE ENHANCEMENTS, PHASE II: FROM  
SOUTH HOWARD AVENUE TO ROME AVENUE

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

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

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

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

Technical questions - [contractadministration@tampagov.net](mailto:contractadministration@tampagov.net)  
(Budget: \$400,000)

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue 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](mailto:ContractAdministration@tampagov.net). To be given consideration, such request must be received at least seven (7) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be posted on DemandStar.Com and on the Department's web page, 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.

During the construction period defined above, the Contractor shall anticipate to have the work effort interrupted as a result of various events along Bayshore Blvd. During these events the Contractor will not be allowed to occupy the site, and will be required to cease and safe-up all operations, trip hazards and other dangers common to this type work. At a minimum, the Contractor shall anticipate the events and periods identified below and shall clearly show down time for these prescribed events on the baseline construction schedule. The Contractor will be provided no less than 14 days notice of these and any other scheduled events and the related interruption of work shall be at no additional cost or time to the City.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

Anticipated events and dates during construction:

Sat. 10/11/14 TPD Memorial 5K  
Sat. 10/25/14 Spooktacular 5K  
Sat. 11/1/14 Walk to End Alzheimers  
Sat. 11/15/14 Chosen Marathon  
Sat. 11/22/14 Elite Open Water Classic  
Sat. 11/27/14 Turkey Gobble  
Sat. 12/6/14 Girl 5K Race  
Sat. 01/24/15 Gasparilla Children's Parade  
Sat. 01/31/15 Gasparilla Parade of Pirates  
Sat. 02/21/15 Gasparilla Distance Classic  
Sun. 02/22/15 Gasparilla Distance Classic

Expectations:

Site safety shall remain the Contractor's responsibility; during each of these periods all areas within the project limits must be restored to a safe condition, including but not limited to, temporary pavement and sidewalk, as required, to provide a safe and smooth impervious surface for the event. All construction equipment must be removed from the site the day before each of the events, and not return until the second day following each event. No additional compensation will be paid for any temporary work required or de-mobilization/mobilization for the anticipated events noted above. Any costs associated with this work will be included in the project mobilization bid item.

If additional events are added after the acceptance of the bid, an adjustment in time and compensation for the associated mobilization/demobilization, labor and materials will be provided via the construction contingency. The roadway must be restored with temporary pavement if required to provide smooth impervious surface for the parades and runs. All construction equipment must be removed from the site the day before each of the dates above. No additional compensation will be paid for any temporary pavement or de-mobilization / mobilization. Any costs associated with this work will be included in the project mobilization bid item.

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.

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.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.10 DISADVANTAGED BUSINESS ENTERPRISES (DBE):

The State's Disadvantaged Business Enterprises applicable rules and regulations are by reference made a part hereof and bidders must comply therewith. The overall DBE program goal is 8.60%, which the FDOT believes may be achieved entirely through race neutral means. The City supports the utilization of small and disadvantaged businesses on construction projects, and encourages bidders to make all reasonable efforts to obtain participation of these businesses on this project.

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

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.

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.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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, 1<sup>st</sup> Paragraph, 1<sup>st</sup> Sentence:  
Change "...fair value of the work done, and may apply for..." to "...fair value of the work done, and shall apply for..."

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](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.

I-1.18 CONTRACT EXCLUSIONS:

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

Local hiring preference is expressly excluded from this Contract.

Owner force account contracting is expressly excluded from this Contract.

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

Publicly-owned equipment is expressly excluded from this Contract.

Salvage credits are expressly excluded from this Contract.

State or local preferences are expressly excluded from this Contract.

I-1.19 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.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.20 FLORIDA'S PUBLIC RECORDS LAW

- 4.33.3 The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, if applicable, Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
  4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 4.33.4 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this award and the City shall enforce the Default in accordance with the provisions set forth in the DEFAULT/RE-AWARD section of this document.

I-1.21 STANDARDIZED CHANGED CONDITIONS

23 CFR 635.109 is included by reference and is applicable where not already covered by the Agreement.

## INSTRUCTIONS TO BIDDERS

### SECTION 2 GENERAL INSTRUCTIONS

#### I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

#### I-2.02 FORM, PREPARATION AND PRESENTATION OF PROPOSALS

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

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

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

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

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

#### I-2.03 ADDENDA AND INTERPRETATIONS

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

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

#### I-2.04 BID SECURITY

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

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

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

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

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

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

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

#### I-2.05 LAWS AND REGULATIONS

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

#### I-2.06 PUBLIC CONSTRUCTION BOND

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

#### I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS

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

Bidders who are nonresident corporations shall furnish to the City a

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

#### I-2.08 REJECTION OF PROPOSALS

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

#### I-2.09 QUANTITIES ESTIMATED ONLY

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

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

#### I-2.10 COMPARISON OF PROPOSALS

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

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

#### I-2.11 BASIS OF AWARD

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

#### I-2.12 INSURANCE REQUIRED

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

#### I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

#### I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

#### I-2.15 LABOR STANDARDS

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

#### I-2.16 NOTICE TO LABOR UNIONS

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

#### I-2.17 NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS

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

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

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

#### I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

## CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SOLICITATION FOR SUBCONTRACTOR QUOTES

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

To Subcontractor:

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

Plans and Specs for this project are posted at:  
[http://www.tampagov.net/dept\\_contract\\_administration/programs\\_and\\_services/construction\\_project\\_bidding/](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-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

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 |
|-------------|---|------|------------------|---------------------|------------|----------------------|
|             | <b>FDOT PHASE II CONSTRUCTION</b>                                     |      |                  |                     |            |                      |
| 101-1       | MOBILIZATION  | LS   | 1                |                     | \$         | \$                   |
| 102-1       | MAINTENANCE OF TRAFFIC  | LS   | 1                |                     | \$         | \$                   |
| 104-10-3    | SEDIMENT BARRIER  | LF   | 2711             |                     | \$         | \$                   |
| 104-18      | INLET PROTECTION SYSTEM   | EA   | 19               |                     | \$         | \$                   |
| 110-1-1     | CLEARING & GRUBBING   | LS   | 1                |                     | \$         | \$                   |
| 120-1       | EXCAVATION  | CY   | 258              |                     | \$         | \$                   |
| 120-6       | EMBANKMENT  | CY   | 655              |                     | \$         | \$                   |
| 160-4       | STABILIZATION TYPE B  | SY   | 622              |                     | \$         | \$                   |
| 285-709     | BASE OPTION (BASE GROUP 09)   | SY   | 622              |                     | \$         | \$                   |
| 327-70-5    | MILLING EXISTING ASPHALT PAVEMENT (2" AVG. DEPTH)                     | SY   | 5830             |                     | \$         | \$                   |
| 334-1-13    | SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)                              | TN   | 102.6            |                     | \$         | \$                   |
| 337-7-73    | ASPHALTIC CONCRETE FRIC. COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (ARB) | TN   | 34.2             |                     | \$         | \$                   |
| 430-174-101 | PIPE CULVERT, OPT MATL, ROUND, 0-24"                                  | LF   | 8                |                     | \$         | \$                   |
| 520-2-4     | CONCRETE CURB (TYPE D)  | LF   | 110              |                     | \$         | \$                   |
| 522-1       | CONCRETE SIDEWALK (4" THICK)  | SY   | 220              |                     | \$         | \$                   |
| 527-1       | DETECTABLE WARNING ON EXISTING WALK SURFACE                           | EA   | 10               |                     | \$         | \$                   |

| Item No.   | Description   | Unit | Approx. Quantity | Unit Price in Words | Unit Price | Total Computed Price |
|------------|---|------|------------------|---------------------|------------|----------------------|
| 570-1-2    | PERFORMANCE TURF SOD                                | SY   | 602              |                     | \$         | \$                   |
| 700-1-11   | SINGLE POST SIGN (F&I) (LESS THAN 12 SF)            | AS   | 2                |                     | \$         | \$                   |
| 700-1-50   | SINGLE POST SIGN (RELOCATE)                         | AS   | 1                |                     | \$         | \$                   |
| 700-1-60   | SINGLE POST SIGN (REMOVAL)                          | AS   | 2                |                     | \$         | \$                   |
| 706-3      | RETRO-REFLECTIVE PAVEMENT MARKINGS                  | EA   | 98               |                     | \$         | \$                   |
| 711-11-111 | THERMO PAVEMENT MARK, STD, WHITE, SOLID, 6"         | NM   | 0.378            |                     | \$         | \$                   |
| 711-11-122 | THERMO PAVEMENT MARK, STD, WHITE, SOLID, 8"         | LF   | 276              |                     | \$         | \$                   |
| 711-11-123 | THERMO PAVEMENT MARK, STD, WHITE, SOLID, 12"        | LF   | 246              |                     | \$         | \$                   |
| 711-11-124 | THERMO PAVEMENT MARK, STD, WHITE, SOLID, 18"        | LF   | 84               |                     | \$         | \$                   |
| 711-11-125 | THERMO PAVEMENT MARK, STD, WHITE, SOLID, 24"        | LF   | 448              |                     | \$         | \$                   |
| 711-11-131 | THERMO PAVEMENT MARK, STD, WHITE, SKIP, 6"          | GM   | 0.302            |                     | \$         | \$                   |
| 711-11-160 | THERMO PAVEMENT MARK, STD, WHITE, MESSAGES          | EA   | 9                |                     | \$         | \$                   |
| 711-11-170 | THERMO PAVEMENT MARK, STD, WHITE, ARROWS            | EA   | 14               |                     | \$         | \$                   |
| 711-11-211 | THERMO PAVEMENT MARK, STD, YELLOW, SOLID, 6"        | NM   | 0.288            |                     | \$         | \$                   |
| SP-02      | RESET GRANITE CURBING                               | LF   | 3436             |                     | \$         | \$                   |
| SP-03A     | CURB INLET (CITY OF TAMPA TYPE 1) Regular           | EA   | 1                |                     | \$         | \$                   |
| SP-03A     | CURB INLET (CITY OF TAMPA TYPE 1) J BOTTOM 6' ROUND | EA   | 1                |                     | \$         | \$                   |

| Item No.   | Description   | Unit | Approx. Quantity | Unit Price in Words | Unit Price | Total Computed Price |
|------------|---|------|------------------|---------------------|------------|----------------------|
| SP-2.14    | VIDEO TAPE PROJECT  | LS   | 1                |                     | \$         | \$                   |
| SP-10.02.1 | TREE REMOVAL (5" TO 12" DIAMETER)                             | EA   | 2                |                     | \$         | \$                   |
|            | <b>SIGNALIZATION</b>  |      |                  |                     |            |                      |
| 102-14     | TRAFFIC CONTROL OFFICER                                       | MH   | 64               |                     | \$         | \$                   |
| 630-2-11   | CONDUIT-SIGNALS (F&I) (OPEN TRENCH)                           | LF   | 260              |                     | \$         | \$                   |
| 630-2-12   | CONDUIT-SIGNALS (F&I) (UNDERGROUND)                           | LF   | 260              |                     | \$         | \$                   |
| 632-7-1    | CABLE (SIGNAL) (F&I)  | PI   | 1                |                     | \$         | \$                   |
| 633-4-1    | INTERCONNECT CABLE (1-25) (F&I) (UG)                          | LF   | 250              |                     | \$         | \$                   |
| 635-2-11   | PULL & JUNCTION BOXS (F&I) (PULL BOX)                         | EA   | 16               |                     | \$         | \$                   |
| 639-1-122  | ELECT. PWR SVC (F&I) (UG) (PURCH. BY CONTRACTOR BY PWR COMP)  | AS   | 1                |                     | \$         | \$                   |
| 639-2-1    | ELECTRICAL SERVICE WIRE (F&I)                                 | LF   | 240              |                     | \$         | \$                   |
| 641-2-12   | PRESTRESSED CONCRETE POLE (F&I) (TYPE II SERVICE POLE)        | EA   | 1                |                     | \$         | \$                   |
| 649-31-210 | MAST ARM ASSEMBLY (F&I) (WIND SPEED 130) (ARM LENGTH 36'-36') | EA   | 1                |                     | \$         | \$                   |
| 650-1-311  | TRAFFIC SIGNAL (F&I) (3-SECTION) (ONE-WAY) (SPECIAL)          | AS   | 4                |                     | \$         | \$                   |
| 660-3-11   | VEHICLE DETECTION SYSTEM - MICROWAVE (F&I) (CABINET EQT)      | EA   | 2                |                     | \$         | \$                   |
| 660-3-12   | VEHICLE DETECTION SYSTEM - MICROWAVE (F&I) (ABOVE GRND EQT)   | EA   | 2                |                     | \$         | \$                   |
| 670-5-110  | TRAFFIC CONTROLLER ASSEMBLY (F&I) (NEMA) (NO PREEMPT)         | AS   | 1                |                     | \$         | \$                   |
| 682-1-11   | ITS CCTV CAMERA (F&I), DOME ENCLOSURE, PRESSURIZED            | EA   | 1                |                     | \$         | \$                   |

| Item No. | Description  | Unit | Approx. Quantity | Unit Price in Words | Unit Price | Total Computed Price |
|----------|--|------|------------------|---------------------|------------|----------------------|
| 685-106  | SYSTEM AUXILIARIES (F&I) (UNINTERRUPTABLE POWER SOURCE)      | EA   | 1                |                     | \$         | \$                   |
| 690-10   | TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVE                         | EA   | 4                |                     | \$         | \$                   |
| 690-32-2 | POLE REMOVAL-SHALLOW   | LF   | 1                |                     | \$         | \$                   |
| 690-50   | CONTROLLER ASSEMBLY, REMOVAL                                 | EA   | 1                |                     | \$         | \$                   |
| 690-60   | DETECTOR VEHICLE ASSEMBLY, REMOVE                            | EA   | 3                |                     | \$         | \$                   |
| 690-90   | CONDUIT AND CABLING, REMOVE                                  | PI   | 1                |                     | \$         | \$                   |
| 690-100  | SIGNAL EQUIPMENT, MISCELLANEOUS REMOVE                       | PI   | 1                |                     | \$         | \$                   |
| 700-5-22 | INTERNALLY ILLUMINATED SIGN (F&I, OVERHEAD MOUNT) (12-18 SF) | EA   | 2                |                     | \$         | \$                   |
|          |  |      |                  |                     |            |                      |
|          |  |      |                  |                     | TOTAL      | \$                   |

Contract 14-C-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

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-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

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 \_\_\_\_\_, 2014

\_\_\_\_\_  
(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 \_\_\_\_\_, 2014 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 \_\_\_\_\_, 2014 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 \_\_\_\_\_, 2014 by \_\_\_\_\_ who signed on behalf of the said firm. He/she is \_\_\_\_ personally known or has \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary

My Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_





## 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-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the Principal) and \_\_\_\_\_

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 14-C-00020, Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue.

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 \_\_\_\_\_, 2014.

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.

Contract 14-C-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

## 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-00020 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 \_\_\_\_\_, 2014, 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-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue, shall include, but not be limited to, construction of roadway-related improvements to extend south-bound bicycle lane, including maintenance of traffic, earthwork, sodding, pavement milling and resurfacing, concrete sidewalks, pedestrian ramps, concrete curbs, granite curb resetting; signing & pavement markings, and signalization with all associated work required for a complete project in accordance with the Contract Documents.

Contract Documents referred to in Article 1.01 of this Agreement also includes this volume, applicable standard drawings, the plans and any provisions referred to whether actually attached or not.

# TAMPA AGREEMENT

## SECTION 1 GENERAL

### ARTICLE 1.01 THE CONTRACT

Except for titles, subtitles, headings, running headlines, and tables of contents (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

The Notice to Bidders;  
The Instructions to Bidders, including Special Instructions and General Instructions;  
The Proposal;  
The Bid Bond;  
The Certification of Nonsegregated Facilities;  
The Notice of Award;  
The Agreement;  
The Performance Bond;  
The Notice To Proceed;  
The Specifications, including the General Provisions, the Workmanship and Materials, the Specific Provisions or the Contract Items  
The Plans;  
All Supplementary Drawings Issued after award of the Contract;  
All Addenda issued by the City prior to the receipt of proposals;  
All provisions required by law to be inserted in this Contract, whether actually inserted or not.

### ARTICLE 1.02 DEFINITIONS

The following words and terms, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless different meaning is clear from the context:

(a)"City" shall mean the City of Tampa, Florida, represented by its Mayor and City Council, Party of the First Part, or such other City official as shall be duly empowered to act for the City on matters relating to this Contract.

(b)"Contractor" shall mean the Party of the Second Part hereto, whether corporation, firm or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the Party of the Second Part under this Contract.

(c)"Engineer" shall mean the Director of the Department or his duly authorized representative.

(d)"Consultant" shall mean the engineering or architectural firm or individual employed by the City to consult with and advise the City in the construction of the project.

(e)"Surety" shall mean any person, firm or corporation that has executed as Surety the Contractor's Performance Bond securing the performance of this Contract.

(f)"The Work" shall mean everything expressly or implied required to be furnished and done by the Contractor under the Contract, and shall include both Contract Work

and Extra Work.

(g)"Contract Work" shall mean everything expressly or implied required to be furnished and done by the Contractor by any one or more of the Contract parts referred to in Article 1.01 hereof, except Extra Work, as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine which shall prevail.

(h)"Contract" or "Contract Documents" shall mean each of the various part of the Contract referred to in Article 1.01 hereof, both as a whole and severally.

(i)"Extra Work" shall mean work other than that required either expressly or implied by the contract in its present form.

(j)"Plans" shall mean only those drawings specifically referred to as such in these documents, or in any Addendum. Drawings issued after the execution of the Contract to explain further, or to illustrate, or to show changes in the work, will be known as "Supplementary Drawings" and shall be binding upon the Contractor with the same force as the Plans.

(k)"Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work, as hereinafter detailed and designated as such, or which may be issued in an addendum.

(l)"Addendum or Addenda" shall mean the additional contract provisions issued in writing prior to the receipt of bids.

(m)"Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in his proposal and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

(n)"Project" shall mean the entire improvement package or related work. The "project" may consist of several different, but related, contracts.

(o)"Site" shall mean, and be limited to, the area upon or in which the Contractor's operations are carried on and such other appropriate areas as may be designed as such by the Engineer.

(p)"Subcontractor" shall mean any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, or labor and materials, or labor and equipment or labor, materials, and equipment at the site.

(q)Whenever in the Contract the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used, they shall imply the direction, requirement, permission, order, designation, or prescription of the Engineer; and "approved", "acceptable", "satisfactory", "in the judgement of", and words of like import shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Engineer.

(r)Whenever in the Contract the word "day" is used, it shall mean calendar day.

(s)"Final Acceptance" shall mean acceptance of the

work as evidenced by an official resolution of the City. Such acceptance shall be deemed to have taken place only if and when an approving resolution has been adopted by the City Council. The final acceptance shall be signed only after the City has assured itself by tests, inspection, or otherwise, that all of the provisions of the Contract have been carried out to its satisfaction.

(t)"Eastern Standard Time" shall be construed as the time being observed in the City on the day proposals are received or other documents issued or signed.

## **SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES**

### **ARTICLE 2.01 THE ENGINEER**

It is covenanted and agreed that the Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction, or approval, shall have the power, subject to such express provisions and limitations herein contained as are not in conflict herewith, and subject to review by the Mayor and City Council:

(a)To monitor the performance of the work.

(b)To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder and, when completed, to measure such work for payment.

(c)To determine all questions of an engineering character in relation to the work, to interpret the Plans, Specifications and Addenda.

(d)To determine how the work of this Contract shall be coordinated with the work of other contractors engaged simultaneously on this project.

(e)To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the City or to the Contractor of the work to be done under the Contract.

(f)To amplify the Plans, add explanatory information and furnish additional Specifications and Drawings consistent with the intent of the Contract Documents.

The power of the Engineer shall not be limited to the foregoing enumeration, for it is the intent of this Contract that all of the work shall be subject to his determinations and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein and except as subject to review by the Mayor and City Council. All orders of the Engineer requiring the Contractor to perform work as Contract work shall be promptly obeyed by the Contractor.

The Engineer shall not, however, have the power to issue an extra work order, and the performance of such work on the order of the Engineer without previously obtaining written confirmation thereof from the Mayor in accordance with Article 7.02 hereof may constitute a waiver of any right to extra compensation therefor. The Contractor is warned that the Engineer has no power to change the terms and provisions of this Contract, except minor changes where such change results in no net increase in the Contract Price.

### **ARTICLE 2.02 DIRECTOR**

The Director of the Department in addition to those matters

expressly made subject to his determination, direction or approval in his capacity as "Engineer", shall also have the power:

(a)To review any and all questions in relation to this Contract and its performance, except as herein otherwise specifically provided, and his determination upon such review shall be final and conclusive upon the Contractor.

(b)With the approval of the Mayor and City Council to authorize modifications or changes in the Contract so as to require: (1) the performance of extra work, or (2) the omission of Contract work whenever he deems it in the interest of the City to do so, or both.

(c)To suspend the whole or any part of the work whenever, in his judgment, such suspension is required: (1) in the interest of the City generally, or (2) to coordinate the work of the various Contractors engaged on this project, or (3) to expedite the completion of the entire project, even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the City, delayed by such a suspension.

(d)If, before the final acceptance of all the work contemplated herein, it shall be deemed necessary to take over, use, occupy, or operate any part of the completed or partly completed work, the Engineer shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation, or operation of such work by the City after receipt of notice in writing from the Engineer that such work or part thereof will be used by the City on and after the date specified in such notice. Such taking over, use, occupancy or operation of any part of the completed or partially completed work shall not constitute final acceptance or approval of any such part of the work.

### **ARTICLE 2.03 NO ESTOPPEL**

The City shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision, acceptance, return, certificate, or payment made or given under or in connection with this Contract by any officer, agent or employee of the City at any time either before or after final completion and acceptance of the work and payment therefor: (a) from showing the true and correct classification, amount, quality, or character of the work done, or that any determination, decision, acceptance, return certificate or payment is untrue, incorrect or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and (b) from demanding and recovering from the Contractor any overpayments made to him or such damages as it may sustain by reason his failure to comply with the requirements of the Contract of Documents, or both.

### **ARTICLE 2.04 NO WAIVER OF RIGHTS**

Neither the inspection, nor any order, measurements or certificate of the City or its employees, officers, or agents, nor by any order of the City for payment of money, nor any money, nor payments for or acceptance of the whole or any part of the work by the City, nor any extension of time, nor any changes in the Contract, Specifications or Plans, nor any possession by the City or its employees shall operate as a

waiver of any provisions of this Contract, nor any power herein provided nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach.

Any remedy provided in this Contract shall be taken and construed as cumulative, namely, in addition to each and every other suit, action, or legal proceeding. The City shall be entitled as of right to an injunction against any breach of the provisions of this Contract.

### **SECTION 3 PERFORMANCE OF WORK**

#### **ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall do all the work and furnish, at his own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for performing and completing the work under this Contract. The Contractor shall be responsible for the entire work until completed and finally accepted by the City.

The work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials as specified and workmanship of the highest quality, all as determined by and entirely to the satisfaction of the Engineer.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Only adequate and safe procedure, methods, structures and equipment shall be used. The Engineer's approval or the Engineer's failure to exercise his right thereon shall not relieve the Contractor of obligations to accomplish the result intended by the Contract, nor shall such create a cause of action for damages.

#### **ARTICLE 3.02 COMPLIANCE WITH LAWS**

The Contractor must comply with all local, State and Federal laws, rules, ordinances and regulations applicable to this Contract and to the work done hereunder, and must obtain, at his own expense, all permits, licenses or other authorization necessary for the prosecution of the work.

No work shall be performed under this Contract on Sundays, legal holidays or after regular working hours without the express permission of the Engineer. Where such permission is granted, the Engineer may require that such work be performed without additional expense to the City.

#### **ARTICLE 3.03 INSPECTION**

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times, afford the representatives of the City, the Florida Department of Environmental Regulation, and if applicable, the Federal Environmental Protection Agency and the Federal Department of Labor every reasonable, safe and proper facility for inspecting the work done or being done at the

site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefor.

The City shall have the right to reject materials and workmanship which are defective or require their correction. Rejected work and materials must be promptly removed from the site, which must at all times be kept in a reasonably clean and neat condition.

Failure or neglect on the part of the City to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the City. Neither shall it be construed as barring the City at any subsequent time from the recovery of damages of such a sum of money as may be needed to build anew all portions of the work in which inferior work or improper materials were used, wherever found.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make examinations of work already completed, by removing or tearing out all or portions of such work, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of examination and restoration of the work shall be considered an item of extra work to be paid for in accordance with the provisions of Article 7.02 hereof.

#### **ARTICLE 3.04 PROTECTION**

During performance and until final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss, or injury. The Contractor shall take proper precaution to protect the finished work from loss or damage, pending completion and the final acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before final acceptance by the City. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others. In the event of any such loss or damage, the Contractor shall forthwith repair, replace, and make good the work without extension of time therefor, except as may be otherwise provided herein.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.

#### **ARTICLE 3.05 PRESERVATION OF PROPERTY**

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in anywise affected by the work, the removal or destruction of which is not called for by the Plans. This applies, but is not limited, to the public utilities, trees, lawn areas, building monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, upon forty-eight (48) hour written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property not shown on the Plans, when this is made necessary by alteration of grade or alignment authorized by the Engineer, provided that such property has not been damaged through fault of the Contractor, his employees or agents.

**ARTICLE 3.06 BOUNDARIES**

The Contractor shall confine his equipment, apparatus, the storage of materials, supplies and apparatus of his workmen to the limits indicated on the plans, by law, ordinances, permits or direction of the Engineer.

**ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91- 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).

**ARTICLE 3.08 TAXES**

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract shall be paid by the Contractor and shall be deemed to have been included in his bid. The laws of the State of Florida provide that sales and use taxes are payable by the Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor and shall be deemed to have been included in his bid.

**ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS**

The Contractor, in the performance of the work under this Contract, shall comply with all Local, State and Federal laws, statutes, ordinances, rules and regulations applicable to protection of the environment; and, in the event he violates any of the provisions of same, he shall be answerable to the Local, State and Federal agencies designated by law to protect the environment. In the event the City receives, from any of the environmental agencies, a citation which is occasioned by an act or omission of the Contractor or his

subcontractor or any officers, employees or agents of either, it is understood and agreed that the Contractor shall automatically become a party-respondent under said citation; and the City immediately shall notify the Contractor and provide him with a copy of said citation.

The Contractor shall comply with the requirements of the citation and correct the offending condition(s) within the time stated in said citation and further shall be held fully responsible for all fines and/or penalties.

**SECTION 4  
TIME PROVISIONS**

**ARTICLE 4.01 TIME OF START AND COMPLETION**

The Contractor must commence work within thirty (30) days subsequent to the date of the receipt of the "Notice to Proceed" by the City unless otherwise provided in the Specific Provisions and Special Instructions. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as well as secure its full completion in accordance with the requirements of the Contract Documents no later than the date specified therefor, or on the date to which the time for completion may be extended.

The Contractor must complete the work covered by this Contract in the number of consecutive calendar days set forth in the Instructions to Bidders, unless the date of completion is extended pursuant to the provisions of Article 4.05 hereof.

The period for performance shall start from the date of signing of this Agreement by the City.

The actual date of completion will be established after a final inspection as provided in Article 4.07 hereof.

**ARTICLE 4.02 PROGRESS SCHEDULE**

To enable the work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit to the Engineer a proposed progress schedule within fifteen (15) days after the award of this Contract.

The schedule shall state the Contract starting date, time for completion and date of completion and shall show the anticipated time of starting and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work and an estimated time required for the delivery of all materials and equipment required for the work. The proposed schedule shall be revised as directed by the Engineer until finally approved by him, and, after such approval, shall be strictly adhered to by the Contractor. The approved progress schedule may be changed only with the written permission of the Engineer.

If the Contractor shall fail to adhere to the approved progress schedule or the schedule as revised, he shall promptly adopt such other or additional means and methods of construction as will make up for the time lost, and will assure completion in accordance with the contract time.

**ARTICLE 4.03 APPROVAL REQUESTS**

From time to time, as the work progresses and in the sequence indicated by the approved schedule, the Contractor must submit to the Engineer a specific request, in writing, for each item of information or approval required of him by the Contract. These requests must be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Engineer may take to act upon such submissions or resubmissions. The Contractor shall not have any right to an extension of time on account of delays due to his failure to submit his requests for the required information or the required approval in accordance with these requirements.

**ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS**

During progress of the work, other Contractors may be engaged in performing other work on this project or on other projects on the site. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the Engineer may direct.

**ARTICLE 4.05 EXTENSION OF TIME**

If such an application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work should the Contractor be obstructed or delayed in the commencement, prosecution or completion of any part of said work by any act or delay of the City, or by acts or omissions of other Contractors on this project, or by a riot, insurrection, war, pestilence, acts of public authorities, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the date of the Contract, or by strikes, or other causes, which causes of delay mentioned in this Article, in the opinion of the City, are entirely beyond the expectation and control of the Contractor.

The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the City may determine to be due solely to such causes and only to the extent that such occurrences actually delay the completion of the project and then only if the Contractor shall have strictly complied with all of the requirements of Articles 4.01, 4.02, 4.03 and 4.04 hereof. It is hereby understood that the determination by the Engineer as to the order and sequence of the work shall not in itself constitute a basis for extension of time.

The determination made by the City on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor's materialmen, manufacturers, and dealers to furnish approved working drawings, materials, fixtures, equipment, appliances, or other fittings on time or failure of subcontractors to perform their work shall not constitute a basis of extension of time.

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any

act or omission to act of the City or any of its representatives or because of any injunction which may be brought against the City or its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

**ARTICLE 4.06 LIQUIDATED DAMAGES**

It is mutually agreed between the parties that time is the essence of this Contract and that there will be on the part of the City considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended.

The amount per day set forth in the Instructions to Bidders is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the work under this Contract exceeds the time allowed.

This amount shall, in no event, be considered as a penalty or otherwise than as the liquidated and adjusted damages to the City because of the delay and the Contractor and his Surety agree that the stated sum per day for each such day of delay shall be deducted and retained out of the monies which may become due hereunder and if not so deductible, the Contractor and his Surety shall be liable therefor.

**ARTICLE 4.07 FINAL INSPECTION**

When the work has been completed in accordance with the requirements of the Contract and final cleaning up performed, a date for final inspection of the work by the Engineer shall be set by the Contractor in a written request therefor, which date shall be not less than ten (10) days after the date of such request. The work will be deemed complete as of the date so set by the Contractor if, upon such inspection, the Engineer determines that no further work remains to be done at the site.

If such inspection reveals interms of work still to be performed, however, the Contractor shall promptly perform them and then request a reinspection. If, upon such inspection, the Engineer determines that the work is complete, the date of final completion shall be deemed to be the last day of such reinspection.

**SECTION 5  
SUBCONTRACTS AND ASSIGNMENTS**

**ARTICLE 5.01 LIMITATIONS AND CONSENT**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless the previous written consent of the City shall first be obtained thereto and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other assignment.

Before making any subcontract, the Contractor must submit a

written statement to the Engineer, giving the name and address of the proposed contractor, the portion of the work and materials which he is to perform and furnish and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the City finds that the proposed subcontractor is qualified, the Contractor will be notified in writing. The City may revoke approval of any subcontractor when such subcontractor evidences an unwillingness or inability to perform his work in strict accordance with these Contract Documents. Notice of such revocation of approval will be given in writing to the Contractor.

The Contractor will promptly, upon request, file with the City a conformed copy of the subcontract. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontracts that the City may exercise over the Contractor under provisions of these Contract Documents.

The Contractor shall be required to perform with his own forces at least twenty-five (25) percent of the work, unless written consent to subcontract a greater percentage of the work is first obtained from the City.

#### **ARTICLE 5.02 RESPONSIBILITY**

The approval by the City of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults or omissions of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall for all purposes be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

### **SECTION 6 SECURITY AND GUARANTY**

#### **ARTICLE 6.01 CONTRACT SECURITY**

The Contractor shall execute and deliver to the City a Performance Bond on the form as provided herein, in an amount at least equal to one hundred (100) percent of the full Contract price, such Bond to be executed by a surety company acceptable to the City. The surety on such Performance Bond shall be a surety company duly authorized to do business in the State of Florida, and the Bond shall be issued or countersigned by a local resident producing agent of such surety company who is a resident of the State of Florida, regularly commissioned and licensed in said State, and satisfactory evidence of the authority of the person or persons executing such Bond shall be submitted with the Bond. The Performance Bond shall serve as security for the faithful performance of this Contract, including

maintenance and guaranty provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the Performance Bond shall be paid by the Contractor.

If, at any time, the City shall become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such bond shall cease to be adequate security for the City, the Contractor shall, within five days after notice so to do, substitute an acceptable Bond in such form and sum and signed by such other sureties as may be satisfactory to the City. The premiums on such Bond shall be paid by the Contractor. No further partial payments shall be deemed due or shall be made until the new sureties have qualified.

#### **ARTICLE 6.02 CONTRACTORS INSURANCE**

Insurance required shall be as indicated on Special Instructions pages beginning with "INS-1"

#### **ARTICLE 6.03 AGAINST CLAIMS AND LIENS**

The City may withhold from the Contractor as much as any approved payments to him as may, in the opinion of the City, be necessary to secure (a) just claims of any persons supplying labor or materials to the Contractor or any of his subcontractors for the work then due and unpaid; (b) loss due to defective work not remedied, or (c) liability, damage, or loss due to injury to persons or damages to the work or property of other contractors, subcontractors, or others, caused by the act or neglect of the Contractor or of any of his subcontractors. The City shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

#### **ARTICLE 6.04 MAINTENANCE AND GUARANTY**

The Contractor hereby guarantees all the work furnished under this Contract against any defects in workmanship and materials for a period of one year following the date of final acceptance of the work by the City. Under this guarantee, the Contractor hereby agrees to make good, without delay, at his own expense, any failure of any part of the work due to faulty materials or manufacture, construction, or installation, or the failure of any equipment to perform satisfactorily all the work put upon it within the limits of the Contract Documents, and further, shall make good any damage to any part of the work caused by such failure. It is hereby agreed that the Performance Bond shall fully cover all guarantees contained in this Article.

It is also agreed that all warranties, expressed or implied, inure to the benefit of the City and are enforceable by the City.

### **SECTION 7 CHANGES**

#### **ARTICLE 7.01 MINOR CHANGES**

The City reserves the right to make such additions, deductions, or changes to this Contract from time to time as

it deems necessary and in a manner not materially affecting the substance thereof or materially changing the price to be paid in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions, or changes, and no claim by the Contractor shall be made for any loss of anticipated profits thereby.

Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder, and the Contractor when ordered by the Engineer, shall make such adjustments and changes in said locations and work as may be necessary, without additional cost to the City, provided such adjustments and changes do not alter the character, quantity of cost of the work as a whole, and provided further that Plans and Specifications showing such adjustments and changes are furnished to the Contractor by the City within a reasonable time before any work involving such adjustment and changes is begun. The Engineer shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

#### **ARTICLE 7.02 EXTRA WORK**

The City may at any time by a written order and without notice to the sureties require the performance of such extra work as it may find necessary or desirable. An order for extra work shall be valid only if issued in writing and signed by the Mayor and the work so ordered must be performed by the Contractor.

The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:

(a) By such applicable unit prices, if any, as are set forth in the Proposal; or

(b) If no such unit prices are set forth then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or

(c) If no such unit prices are set forth in the Proposal and if the parties cannot agree upon a lump sum or other unit prices then by the actual net cost in money to the Contractor of the extra work performed, which cost shall be determined as follows:

(1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon, in writing, before starting such work for each hour that said labor and foremen are actually engaged thereon, to which shall be added an amount equal to 25 percent of the sum thereof which shall be considered and accepted as full compensation for general supervision, FICA taxes, contributions under the Florida Unemployment Compensation Act, insurance, bond, subcontractor's profit and overhead, the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

(2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site or previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

(3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the Contractor shall receive payment based on the average local area rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

(4) Records of extra work done under this procedure shall be reviewed at the end of each day by the Contractor or his representative and the Engineer. Duplicate copies of accepted records shall be made and signed by both Contractor or his representative and the Engineer, and one copy retained by each.

Request for payment for approved and duly authorized extra work shall be submitted in the same form as Contract work or in the case of work performed under paragraph (c) (1) above upon a certified statement supported by receipted bills. Such statement shall be submitted for the current Contract payment for the month in which the work was done.

#### **ARTICLE 7.03 DISPUTED WORK**

If the Contractor is of the opinion that any work required, necessitated, or ordered violates the terms and provisions of this Contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereof. If the Engineer determines that the work in question is Contract work and not extra work or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor shall promptly comply. In order, however, to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five (5) days after receiving notice of the Engineer's determination and direction, notify the City in writing that the work is being performed or that the determination and direction is being complied with under protest. Failure of the Contractor to notify shall be deemed as a waiver of claim for extra compensation or damages therefor.

Before final acceptance by the City, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Final determinations and decisions, in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor until the matter in question has been adjusted.

#### **ARTICLE 7.04 OMITTED WORK**

The City may at any time by a written order and without notice to the sureties require the omission of such Contract work as it may find necessary or desirable.

An order for omission of work shall be valid only if signed by the Mayor and the work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

(a) By such applicable unit prices, if any, as are set forth in the Contract; or

(b) By the appropriate lump sum price set forth in the Contract; or

(c) By the fair and reasonable estimated cost to the City

of such omitted work as determined by the Engineer and approved by the City.

## **SECTION 8 CONTRACTOR'S EMPLOYEES**

### **ARTICLE 8.01 CHARACTER AND COMPETENCY**

The Contractor and his subcontractors shall employ upon all parts of the work herein contracted for only competent, skillful, and trustworthy workers. Should the Engineer at any time give notice, in writing, to the Contractor or his duly authorized representative on the work that any employee in his opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the work, such employee shall immediately be dismissed and not again allowed upon the site.

### **ARTICLE 8.02 SUPERINTENDENCE**

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence shall have a competent, experienced, and reliable supervisor or superintendent, acceptable to the Engineer on the site who shall follow without delay all instructions of the Engineer in the prosecution and completion of the work and every part thereof, in full authority to supply workers, material, and equipment immediately. He shall keep on hand at all times copies of the Contract Documents.

### **ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES**

The Contractor shall, in the performance of the work required to be done under this Contract, employ all workers without discrimination regarding race, creed, color, sex or national origin and must not maintain or provide facilities that are segregated on the basis of race, color, creed or national origin.

### **ARTICLE 8.04 RATES OF WAGES**

On federally assisted projects, the rates of wages to be paid under this Contract shall not be less than the rates of wages set forth in Section 12 of this Agreement.

On other projects, no wage rate determination is included. Florida's Prevailing Wage Law (Section 215.19, Florida Statutes) was repealed effective April 25, 1979.

### **ARTICLE 8.05 PAYROLL REPORTS**

The Contractor and each subcontractor shall, if requested to do so, furnish to the Engineer a duly certified copy of his payroll and also any other information required by the Engineer to satisfy him that the provisions of the law as to the hours of employment and rate of wages are being observed.

Payrolls shall be prepared in accordance with instructions furnished by the City and on approved forms. The Contractor shall not carry on his payroll any persons not employed by him. Subcontractor's employees shall be carried only on the payrolls of the employing subcontractor.

## **SECTION 9 CONTRACTOR'S DEFAULT**

### **ARTICLE 9.01 CITY'S RIGHT AND NOTICE**

It is mutually agreed that: (a) if the Contractor fails to begin work when required to do so, or (b) if at any time during the progress of the work it shall appear to the Engineer that the Contractor is not prosecuting the work with reasonable speed, or is delaying the work unreasonably and unnecessarily, or (c) if the force of workmen or quality or quantity of material furnished are not sufficient to insure completion of the work within the specified time and in accordance with the Specifications hereto attached, or (d) if the Contractor shall fail to make prompt payments for materials or labor or to subcontractors for work performed under the Contract, or (e) if legal proceedings have been instituted by others than the City in such manner as to interfere with the progress of the work and may subject the City to peril of litigation or outside claims of (f) if the Contractor shall be adjudged a bankrupt or make an assignment for the benefit of creditors, or (g) if in any proceeding instituted by or against the Contractor an order shall be made or entered granting an extension of time of payment, composition, adjustment, modification, settlement or satisfaction of his debts or liabilities, or (h) if a receiver or trustee shall be appointed for the Contractor or the Contractor's property, or (i) if the Contract or any part thereof shall be sublet without the consent of the City being first obtained in writing, or (j) if this Contract or any right, monies, or claim thereunder shall be assigned by the Contractor, otherwise than as herein specified, or (k) if the Contractor shall fail in any manner of substance to observe the provisions of this Contract, or (l) if any of the work, machinery, or equipment shall be defective, and shall not be replaced as herein provided, or (m) if the work to be done under this Contract shall be abandoned, then such fact or conditions shall be certified by the Engineer and thereupon the City without prejudice to any other rights or remedies of the City, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and the Contractor must discontinue the work, either as a portion of the work or the whole thereof, as directed.

### **ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT**

Upon receipt of notice that his Contract is in default, the Contractor shall immediately discontinue all further operations on the work or such part thereof, and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools, and supplies.

### **ARTICLE 9.03 COMPLETION OF DEFAULTED WORK**

The City, after declaring the Contractor in default, may then have the work completed or the defective equipment or machinery replaced or anything else done to complete the work in strict accordance with the Contract Documents by such means and in such manner, by Contract with or without public letting, or otherwise, as it may deem advisable,

utilizing for such purpose without additional cost to the City such of the Contractor's plant, materials, equipment, tools, and supplies remaining on the site, and also such subcontractors as it may deem advisable.

The City shall reimburse all parties, including itself, for the expense of such completion, including liquidated damages, if any, and the cost of reletting. The City shall deduct this expense from monies due or to become due to the Contractor under this Contract, or any part thereof, and in case such expense is more than the sum remaining unpaid of the original contract price, the Contractor and his sureties shall pay the amount of such deficiency to the City.

#### **ARTICLE 9.04 PARTIAL DEFAULT**

In case the City shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractor or person whom the City may engage to complete the work as to which the Contractor was declared in default.

### **SECTION 10 PAYMENTS**

#### **ARTICLE 10.01 PRICES**

For the Contractor's complete performance of the work, the City will pay and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum prices or unit prices in the Contractor's Proposal and the award made therein, plus the amount required to be paid for any extra work ordered under Article 7.02 hereof, less credit for any work omitted pursuant to Article 7.04 hereof. Under unit price items, the number of units actually required to complete the work under the Contract may be more than stated in the Proposal. The Contractor agrees that no claim will be made for any damages or for loss of profits because of a difference between the quantities of the various classes of work assumed and stated in the Proposal Form as a basis for comparing Proposals and the quantities of work actually performed.

The sum as awarded for any lump sum Contract or lump sum Contract Item shall represent payment in full for all of the various classes of work, including materials, equipment, and labor necessary or required to complete, in conformity with the Contract Document, the entire work shown, indicated or specified under the lump sum Contract or lump sum Contract Item.

The amount as awarded as a unit price for any unit price Contract Item shall represent payment in full for all the materials, equipment, and labor necessary to complete, in conformity with the Contract Documents, each unit of work shown, specified, or required under the said unit price Contract Item.

No payment other than the amount as awarded will be made for any class of work included in a lump sum Contract Item or a unit price Contract Item, unless specific provision is

made therefor in the Contract Documents.

#### **ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN**

Within fifteen (15) days after the execution of this Contract, the Contractor must submit to the Engineer in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 4.02 hereof, and the value of each of such operations, the total of such items to equal the total price bid. The Contractor shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder but shall not be binding upon the City or the Engineer for any purpose whatsoever.

#### **ARTICLE 10.03 REPORTS, RECORDS AND DATA**

The Contractor shall furnish to the Engineer such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates, records, and other data as the Engineer may request concerning work performed or to be performed and the materials furnished under the Contract.

#### **ARTICLE 10.04 PAYMENTS BY CONTRACTOR**

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and equipment delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein; and proof of such payments or releases therefor shall be submitted to the Engineer upon request.

#### **ARTICLE 10.05 PARTIAL PAYMENTS**

On or about the first of each month, the Contractor shall make and certify an estimate, on forms prescribed by the City, of the amount and fair value of the work done, and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. When satisfactory progress has been made, and shows that the value of the work completed since the last payment exceeds one percent (1%) of the total Contract price in amount, the Engineer will issue a certificate that such work has been completed and the value thereof. The City will then issue a voucher to the Contractor in accordance with the following schedule:

#### **FOR CONTRACT AMOUNTS UNDER \$250,000**

(A) In the amount of ninety percent (90%) of the value of the work completed as certified until construction is one hundred percent (100%) complete (operational or beneficial occupancy), the withheld amount may be reduced below ten percent (10%), at the Engineer's option, to only that amount necessary to assure completion.

**FOR CONTRACT AMOUNTS OVER \$250,000**

(A) In the amount of ninety percent (90%) of the value of the work completed as certified until construction is fifty percent (50%) complete.

(B) When the dollar value, as determined by the Engineer, of satisfactorily completed work in place is greater than fifty percent (50%) of the original contract price, vouchers for partial payment will be issued by the City to the Contractor in the amount of one hundred percent (100%) of the value of the work, above 50%, completed as certified for that payment period.

(C) If the Contractor has performed satisfactorily and the work is substantially complete (operational or beneficial occupancy) the withheld amount may be reduced, at the Engineer's option, to only that amount necessary to assure completion.

In addition to the Conditions set forth in (A), (B), and (C) above, payments will always be less any sums that may be retained or deducted by the City under the terms of any of the contract documents and less any sums that may be retained to cover monetary guarantees for equipment, materials or progress performance.

Payment on estimates made on or about the first of the month may be expected on or about the 20th of the month.

Unless specified otherwise in the Contract Items, the delivered cost of equipment and nonperishable materials suitably stored at the site of the work and tested for adequacy may be included in the Contractor's application for partial payment provided, however, that the Contractor shall furnish evidence satisfactory to the City that the Contractor is the unconditional owner and in possession of such materials or equipment. The amount to be paid will be 90 percent of the invoice cost to the Contractor which cost shall be supported by receipted bills within 30 days of the date of payment by the City to the Contractor. Such payment shall not relieve the Contractor from full responsibility for completion of the work and for protection of such materials and equipment until incorporated in the work in a permanent manner as required by the Contract Documents.

Before any payment will be made under this Contract, the Contractor and every subcontractor, if required, shall deliver to the Engineer a written, verified statement, in satisfactory form, showing in detail all amounts then due and unpaid by such Contractor or subcontractor to all laborers, workmen, and mechanics, employed by him under the Contract for the performance of the work at the site thereof, for daily or weekly wages, or to other persons for materials, equipment, or supplies delivered at the site of the work during the period covered by the payment under consideration.

**ARTICLE 10.06 FINAL PAYMENT**

Under determination of satisfactory completion of the work under this Contract as provided in Article 4.07 hereof, the Engineer will prepare the final estimate showing the value of the completed work. This estimate will be prepared within 30 days after the date of completion or as soon thereafter as the necessary measurements and computations can be made.

All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

When the final estimate has been prepared and certified by Engineer, he will submit to the Mayor and City Council the final certificate stating that the work has been completed and the amount based on the final estimate remaining due to the Contractor. The City will then accept the work as fully completed and will, not later than 30 days after the final acceptance, as defined in Article 1.02, of the work done under this Contract, pay the Contractor the entire amount so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided, however, and it is understood and agreed that, as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with this work. The City, at its option, may permit the Contractor to execute a separate surety bond in a form satisfactory to the City. The surety bond shall be in the full amount of the suit or suits.

Neither the final payment nor any part of the retained percentage shall be paid until the Contractor, if required, shall furnish the City with a complete release from any should remain unsatisfied after all payments are made, the Contractor shall refund to the City all monies which the City may be compelled to pay in discharging such claim, including incidental costs and attorney's fees.

**ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT**

The acceptance by the Contractor, or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the City and every officer and agent thereof from any and all claims and liability to the Contractor for anything done or furnished in connection with the work or project and for any act or neglect of the Contractor or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

**SECTION 11 MISCELLANEOUS PROVISIONS**

**ARTICLE 11.01 CONTRACTOR'S WARRANTIES**

In consideration of, and to induce the award of this contract to him, the Contractor represents and warrants:

- (a) That he is not in arrears to the City upon debt or contract, and he is not a defaulter, as surety, contractor, or otherwise.
- (b) That he is financially solvent and sufficiently experienced and competent to perform the work.
- (c) That the work can be performed as called for by the Contract Documents.
- (d) That the facts stated in his proposal and the information given by him are true and correct in all respects.
- (e) That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be

furnished for the completion of this Contract, and that his information was secured by personal investigation and research.

**ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES**

It is mutually understood and agreed that Contract prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process, to be performed under the Contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses, and damages which may be incurred by reason of such infringement at any time during the prosecution or after completion of the work.

**ARTICLE 11.03 SUITS AT LAW**

In case any action at law or suit in equity may or shall be brought against the City or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the Contractor or his subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed by the Contractor or his subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or alleged negligence of the Contractor or his subcontractors, employees, or agents, or in any other manner arising out of the performance of this Contract, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Contractor, and the Contractor shall also indemnify and save harmless the City, its officers, agents, and employees from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Contractor.

The Contractor shall and does hereby assume all liability for and agrees to indemnify the City or its Engineer against any or all loss, costs, damages, and liability for any or by reason of any lien, claims or demands, either for materials purchased or for work performed by laborers, mechanics, and others and from any damages, costs, actions, or causes of action and judgement arising from injuries sustained by mechanics, laborers, or other persons by reason of accidents or otherwise, whether caused by the carelessness or inefficiency or neglect of said Contractor, his subcontractors, agents, employees, workmen or otherwise.

**ARTICLE 11.04 CLAIMS FOR DAMAGES**

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work covered by Article 7.02 and 7.03 hereof, by reason of any act or omission of the City, its agents, or any persons, he shall, within five days after sustaining such damage, make and

deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the City. On or before the 15th of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Engineer an itemized statement of the details and amounts of such damage, duly verified by the Contractor. Unless such statements shall be made delivered within the times aforesaid, it is stipulated that and all claims for such compensation shall be forfeited and invalidated, and the Contractor shall not be entitled to payment on account of such claims.

**ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS**

No claim whatsoever shall be made by the Contractor against any officer, agent, employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

**ARTICLE 11.06 LIABILITY UNAFFECTED**

Nothing herein contained shall in any manner create any liability against the City on behalf of any claim for labor, services, or materials, or of subcontractors, and nothing herein contained shall affect the liability of the Contractor or his sureties to the City or to any workmen or materialsmen upon bond given in connection with this Contract.

**ARTICLE 11.07 INDEMNIFICATION PROVISIONS**

Whenever there appears in this Agreement, or in the other Contract Documents made a part hereof, an indemnification provision within the purview of Chapter 725.06, Laws of Florida, the monetary limitation on the extent of the indemnification under each such provision shall be One Million Dollars or a sum equal to the total Contract price, whichever shall be the greater.

**ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN**

If this contract contains any unlawful provisions not an essential part of the Contract and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

**ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion.

**ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR**

In the event of death or legal incompetency of a Contractor who shall be an individual or surviving member of a contracting firm, such death or adjudication of incompetency

shall not terminate the Contract, but shall act as default hereunder to the effect provided in Article 9.01 hereof and the estate of the Contractor and his surety shall remain liable hereunder to the same extent as though the Contractor had lived. Notice of default, as provided in Article 9.01 hereof, shall not be required to be given in the event of such death or adjudication of incompetency.

**ARTICLE 11.11 NUMBER AND GENDER OF WORDS**

Whenever the context so admits or requires, all references herein in one number shall be deemed extended to and including the other number, whether singular or plural, and the use of any gender shall be applicable to all genders.

**ARTICLE 11.12 ACCESS TO RECORDS**

Representatives of Federal Agencies, if applicable, and the State of Florida shall have access to the work whenever it is in preparation of progress. On federally assisted projects the Federal Agency, the Comptroller General of the United States, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcription thereof.

**SECTION 12  
LABOR STANDARDS**

**ARTICLE 12.01 LABOR STANDARDS**

The Contractor shall comply with all of the regulations set forth in "Labor Standards Provisions for Federally Assisted Construction Contracts", which may be attached, and any applicable Florida Statutes.

**ARTICLE 12.02 NOTICE TO LABOR UNIONS**

If required, the Contractor shall provide Labor Unions and other organizations of workers, and shall post, in a conspicuous place available to employees or applicants for employment, a completed copy of the form entitled "Notice to Labor Unions or Other Organizations of Workers" attached to and made a part of this Agreement.

**ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91- 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). Nothing in these Acts shall be construed to supersede or in any manner affect any worker's compensation law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.

**ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS**

The Contractor understands and agrees to be bound by the equal opportunity requirements of Federal regulations which shall be applicable throughout the performance of work under this Contract. The Contractor also agrees to similarly

bind contractually each subcontractor. In policies, the Contractor agrees to engage in Affirmative Action directed at promoting and ensuring equal employment opportunity in the work force used under the Contract (and the Contractor agrees to require contractually the same effort of all subcontractors whose subcontractors exceed \$100,000). The Contractor understands and agrees that "Affirmative Action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site work force used on the Contract.

**ARTICLE 12.05 PREVAILING RATES OF WAGES**

Florida's prevailing wage law was repealed effective April 25, 1979.

For Federally assisted projects, appropriate prevailing wage rate determinations are indicated on pages beginning with WR-1.

\* \* \* \* \*

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

CITY OF TAMPA, FLORIDA

\_\_\_\_\_  
Bob Buckhorn, Mayor  
(SEAL)

ATTEST:

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

Approved as to Form:

The execution of this document was authorized  
by Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Justin R. Vaske, Assistant City Attorney

Contractor

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

Title:

ATTEST:

\_\_\_\_\_  
Secretary

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

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

For a Corporation:

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

The foregoing instrument was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2014 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 \_\_\_\_\_, 2014 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 \_\_\_\_\_, 2014 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



For bids to be received on \_\_\_\_\_  
(Letting Date)

|   |
|---|
| Fill in your FDOT Vendor Number<br>VF _____ |
|---|

CERTIFICATE

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

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

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

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

I certify that the information above is correct.

\_\_\_\_\_  
NAME OF FIRM

Sworn to and subscribed before me this \_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_  
by \_\_\_\_\_ (name).

By: \_\_\_\_\_

\_\_\_\_\_

Title

He/She is personally known to me or has produced  
\_\_\_\_\_  
(type of identification)

\_\_\_\_\_  
Notary's Signature

CURRENT CAPACITY VERIFIED:

\_\_\_\_\_  
Notary's printed name  
(SEAL)

Commission expires

\_\_\_\_\_  
Date: \_\_\_\_\_  
Contracts Administration Office

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
 UTILIZATION SUMMARY FORM**

This DBE Utilization Summary form must be included with the bid submission. Item 6 provides options available to complete and submit the DBE Utilization Summary form.

1. Prime Contractor \_\_\_\_\_
2. State Project No. \_\_\_\_\_
3. Total Project Dollar Amount \$ \_\_\_\_\_
4. Grand Total Anticipated Sublet \$ \_\_\_\_\_
5. Number of DBE Utilization Forms Attached \_\_\_\_\_
6. This form must be included in the bid submission and must be completed in accordance with one of the following options:
  - a. Goal achieved with the following information completed.

| DBE Subcontractors (Name Only) | \$ Amount of DBE Goal |
|--------------------------------|-----------------------|
|                                |                       |
|                                |                       |
|                                |                       |
|                                |                       |
|                                |                       |
|                                |                       |
|                                |                       |
|                                |                       |
|                                |                       |

Total Dollar Amount for DBE Goal \$ \_\_\_\_\_

DBE Percentage of Total Project \_\_\_\_\_%      **NOTE:** Goal may be rounded to the nearest tenth %.

b. If 6.a. is not completed to achieve the goal, will the DBE Goal for this project be achieved? Yes \_\_\_\_\_ No \_\_\_\_\_

c. If "No" is checked attach documentation of Good Faith Efforts.

**NOTE:** Bids may be declared non-responsive if the DBE Utilization Summary form providing all information listed in 6 above, and all completed DBE utilization forms are not received by the Minority Programs Office.

**FOR USE BY CITY OF TAMPA ONLY**

Goal Achieved \$ \_\_\_\_\_%

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
UTILIZATION FORM**

This DBE Utilization Summary form must be included with the bid submission. Item 6 provides options available to complete and submit the DBE Utilization Summary form.

Prime Contractor \_\_\_\_\_

State Project No. \_\_\_\_\_

DBE Subcontractor (only use DBE currently certified by FDOT)

Name of Company \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

| ITEM<br>NO. | DESCRIPTION<br>(note if item qualifies for SUPPLIER) |
|-------------|--|
|             |  |

\_\_\_\_\_  
Signature/Title of DBE Representative Submitting above quote

**ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR**

Amount to be paid to DBE Supplier (\$ \_\_\_\_\_ x .60) = \$ \_\_\_\_\_

Amount to be paid to DBE Subcontractor \$ \_\_\_\_\_

TOTAL to DBE (toward DBE goal) \$ \_\_\_\_\_

The signature of the bidder (Prime Contractor) is not required on this document, as execution of Form 375-020-08 specifically binds the bidder to the obligations arising from this document. Failure of the bidder to execute Form 375-020-08 shall result in the bid being declared non-responsive.

**NOTE:** All DBE Utilization Forms submitted to the Department must be completed, signed by an authorized representative of the DBE and received by the Minority Programs Office, 3717 Apalachee Parkway, Suite G, Tallahassee, FL 32311, by 5:00 P.M. on the third business day following the letting. Electronic transmittals (e.g. Faxes) sent directly to the Department will not be accepted. Bids will be declared non-responsive if all DBE Utilization forms are not received by the Minority Programs Office by 5:00 P.M. on the third business day following the letting. If a false quote is submitted the Department will consider it just cause to consider the bid non-responsive and reject the bid.

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

FIN PROJECT I.D. \_\_\_\_\_ DATE \_\_\_\_\_  
 \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**Exception:**

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

Subcontractor Name \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Street Address \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day

of \_\_\_\_\_, by \_\_\_\_\_

(Print name of person signing Certification)

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

Notary Public \_\_\_\_\_

Contractor \_\_\_\_\_

Commission Expires \_\_\_\_\_

By \_\_\_\_\_

Personally Known  OR Produced Identification 

Title \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**Instructions:**

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



**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
(REV 3-10-94) (7-00)**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. These Contract provisions shall apply to all work performed on the Contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the Contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the Contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include

disputes between the Contractor (or any of its subcontractors) and the contracting agency, the DOL, or the Contractor's employees or their representatives.

**6. Selection of Labor:** During the performance of this Contract, the Contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction Contracts and to all related subcontracts of \$10,000 or more.)

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this Contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Contract. In the execution of this Contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The Contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

b. The Contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's

EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority group employees.

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

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

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

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

b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO Contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take

corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

#### 6. Training and Promotion:

a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this Contract, this subparagraph will be superseded as indicated in the special provision.

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

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

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

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

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to

race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Specifications, such Contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this Contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The Contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the Contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction Contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this Contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction Contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction Contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### **1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter “the wage determination”) which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than 1 classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this Contract.

## **2. Classification:**

a. The SHA Contracting officer shall require that any class of laborers or mechanics employed under the Contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The Contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(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) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

d. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the Contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## **3. Payment of Fringe Benefits:**

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

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

#### **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

##### **a. Apprentices:**

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

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

##### **b. Trainees:**

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

## **5. Apprentices and Trainees (Programs of the U.S. DOT):**

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

## **6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor under this Contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including

apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the SHA Contracting officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **7. Overtime Requirements:**

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## **8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction Contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the Contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian Contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each Contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The Contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid Contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification Contracts, and Contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the Contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the Contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the Prime Contractor's option, either a single report covering all Contract work or separate reports for the Contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The Contractor shall perform with its own organization Contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the Contract) of the total original Contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original Contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the Prime Contractor and equipment owned or rented by the Prime Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Prime Contractor.

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

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

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

4. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the Prime Contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

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

2. It is a condition of this Contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by Engineers, Contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in 1 or more places where it is readily available to all persons concerned with the project:

### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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

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

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

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

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both.

## **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this Contract, or subcontract, as appropriate, the bidder, Federal-aid construction Contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of Contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had 1 or more public transactions (Federal, State or local) terminated for cause or default.

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

\* \* \* \* \*

## **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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

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

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

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

\* \* \* \* \*

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS:**

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

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

\* \* \* \* \*

## **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction Contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

**14-78.001 General.**

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

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

**14-78.0011 Time and General Procedural Requirements.**

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

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

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

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

**14-78.002 Definitions.**

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

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

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

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

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

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

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

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

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

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

(7) "DBE" means disadvantaged business enterprise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14-78.003 General Responsibilities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*12-9-81, Amended 5-23-84, 11-10-85, Formerly 14-78.03, Amended 9-21-87, 5-4-88, 4-17-89, 6-24-91, 12-2-93, 10-30-96, 8-12-97, 12-31-98.*

#### **14-78.004 Non-Federally Funded State DBE Program.**

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

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

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

Where a conflict exists, this rule shall govern.

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

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

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

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

(4) General Responsibilities.

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

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

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

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

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

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

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

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

(a) Eligible DBE's are unavailable.

(b) The goals set are not feasible.

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

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

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

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

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

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

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

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

1. Reading plans and specifications;

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

3. Putting together the bid package;

4. Scheduling;

5. Computing take-off estimates; Marketing;

7. Setting up books to track revenues and expenses;

8. Interpreting financial statements;

9. Completing applications for loans or bonding.

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

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

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

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

*History--New 12-2-93.*

#### **14-78.005 Standards for Certification of DBEs.**

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

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

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

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

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

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

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

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

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

(b) Visits to project or facility sites;

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

(d) Visits to offices of applicant firm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in order to make a determination.

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

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

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

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

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

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

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

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

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

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

*History—New*

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

#### **14-78.007 Procedure for Certification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Specific Authority 334.044(2), 339.0805(1) FS. Law Implemented 120.57, 120.60, 334.044(27), 339.05, 339.0805 FS. History—New 12-9-81, Amended 5-23-84, Formerly 14-78.07, Amended 9-21-87, 5-4-88, 6-24-91, 12-2-93, 4-30-96.*

#### **14-78.0071 Challenge Procedure.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) If the Department challenges the socially and economically disadvantaged status of a currently certified DBE, the Department shall revoke certification under the procedures specified in subsections 14-78.008(2), (3), and (4), F.A.C. *Specific Authority 120.53(1)(b), 334.044(2), 339.0805(1) FS. Law Implemented 120.57, 120.60, 334.044(27), 339.05, 339.0805 FS. History—New*

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

#### **14-78.008 Suspension or Revocation.**

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

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

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

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

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

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

#### **14-78.0081 Federal Appeal Rights.**

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

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

#### **14-78.009 Forms.**

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

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

**Debarment certification**

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

**6-12.2 Source of Supply - Steel (Federal-Aid Contracts Only):** For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

#### **7-24 Disadvantaged Business Enterprise Program.**

**7-24.1 General:** Prior to award of the Contract, have an approved DBE Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan and commitment to carry out the Plan must be incorporated into and become a part of the awarded Contract. Failure to keep these commitments will be deemed noncompliance with these Specifications and a breach of the Contract. Take all necessary and reasonable steps to ensure that FDOT Certified Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 and DOT Rule Chapter 14-78, have the opportunity to participate in, compete for and perform subcontracts. Do not discriminate on the basis of age, race, color, religion, national origin, sex or disability in the award and performance of DOT assisted Contracts.

**7-24.2 Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body must issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

(b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

Use techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

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

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

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

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

**7-24.3 DBE Records and Reports:** Submit the Anticipated DBE Participation Statement at or before the Pre-Construction Conference. Report monthly, through the Equal Opportunity

Reporting System on the Department's Website, actual payments, retainage, minority status, and work type of all subcontractors and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

- (a) the procedures adopted to comply with these Specifications;
- (b) the number of subordinated Contracts on Department projects awarded to

DBEs;

- (c) the dollar value of the Contracts awarded to DBEs;
- (d) the percentage of the dollar value of all subordinated Contracts awarded to

DBEs as a percentage of the total Contract amount;

- (e) a description of the general categories of Contracts awarded to DBEs; and
- (f) the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

## **7-25 Equal Employment Opportunity Requirements.**

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

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

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

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

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

Follow the following procedures:

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

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

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

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

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

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

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

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

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

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

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant/Contractor:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

# Wage Rates

General Decision Number: FL140212

01/03/2014 FL212 State: Florida

Construction Type: Highway

County: Hillsborough County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Superseded General Decision Number: FL20130271

Modification Number 0 Publication Date 01/03/2014

SUFL2013-030 08/19/2013

|  | Rates    | Fringes |
|--|----------|---------|
| CARPENTER, Includes Form Work....              | \$ 15.08 | 0.00    |
| CEMENT MASON/CONCRETE FINISHER...              | \$ 14.59 | 0.00    |
| ELECTRICIAN.....                               | \$ 21.80 | 0.00    |
| FENCE ERECTOR.....                             | \$ 13.58 | 0.00    |
| HIGHWAY/PARKING LOT STRIPING:                  |          |         |
| Operator (Striping Machine)....                | \$ 16.69 | 0.00    |
| HIGHWAY/PARKING LOT STRIPING: Painter...       | \$ 12.13 | 0.00    |
| INSTALLER - GUARDRAIL.....                     | \$ 11.39 | 0.00    |
| IRONWORKER, ORNAMENTAL.....                    | \$ 13.48 | 0.00    |
| IRONWORKER, REINFORCING.....                   | \$ 17.37 | 0.00    |
| IRONWORKER, STRUCTURAL.....                    | \$ 16.42 | 0.00    |
| LABORER: Asphalt, Includes                     |          |         |
| Raker, Shoveler, Spreader and Distributor..... | \$ 12.64 | 0.00    |
| LABORER: Common or General.....                | \$ 11.71 | 0.00    |
| LABORER: Flagger.....                          | \$ 11.86 | 0.00    |
| LABORER: Grade Checker.....                    | \$ 13.96 | 0.00    |
| LABORER: Landscape & Irrigation.....           | \$ 10.07 | 0.00    |
| LABORER: Mason Tender - Cement/Concrete....    | \$ 12.56 | 0.56    |
| LABORER: Pipelayer.....                        | \$ 14.29 | 0.00    |
| LABORER: Laborer-Cones/Barricades/             |          |         |
| Barrels - Setter/Mover/Sweeper.....            | \$ 12.39 | 0.00    |
| OPERATOR: Backhoe/Excavator/Trackhoe.....      | \$ 16.38 | 0.00    |
| OPERATOR: Bobcat/Skid Steer/Skid Loader.....   | \$ 12.88 | 0.00    |
| OPERATOR: Boom.....                            | \$ 13.94 | 1.28    |
| OPERATOR: Broom/Sweeper.....                   | \$ 13.69 | 0.00    |
| OPERATOR: Bulldozer.....                       | \$ 18.11 | 0.00    |
| OPERATOR: Concrete Finishing Machine.....      | \$ 15.44 | 0.00    |
| OPERATOR: Concrete Pump.....                   | \$ 19.77 | 0.00    |
| OPERATOR: Concrete Saw.....                    | \$ 16.57 | 0.00    |
| OPERATOR: Crane.....                           | \$ 22.33 | 0.00    |
| OPERATOR: Curb Machine.....                    | \$ 19.67 | 0.00    |
| OPERATOR: Drill.....                           | \$ 14.78 | 0.00    |
| OPERATOR: Forklift.....                        | \$ 13.52 | 0.00    |
| OPERATOR: Gradall.....                         | \$ 14.71 | 0.00    |
| OPERATOR: Grader/Blade.....                    | \$ 20.71 | 0.00    |
| OPERATOR: Loader.....                          | \$ 14.99 | 0.00    |
| OPERATOR: Mechanic.....                        | \$ 17.49 | 0.00    |
| OPERATOR: Milling Machine Groundsman.....      | \$ 16.20 | 0.00    |
| OPERATOR: Milling Machine.....                 | \$ 16.26 | 0.00    |
| OPERATOR: Oiler.....                           | \$ 17.61 | 0.00    |
| OPERATOR: Paver (Asphalt,                      |          |         |
| Aggregate, and Concrete).....                  | \$ 13.51 | 0.00    |

|                                  |          |      |
|----------------------------------|----------|------|
| OPERATOR: Piledriver.....        | \$ 17.23 | 0.00 |
| OPERATOR: Post Driver            |          |      |
| (Guardrail/Fences).....          | \$ 19.35 | 0.00 |
| OPERATOR: Roller.....            | \$ 14.14 | 0.00 |
| OPERATOR: Scraper.....           | \$ 11.74 | 0.00 |
| OPERATOR: Screed.....            | \$ 16.67 | 0.00 |
| OPERATOR: Tractor.....           | \$ 13.39 | 0.00 |
| OPERATOR: Trencher.....          | \$ 13.78 | 0.00 |
| PAINTER: Spray.....              | \$ 16.38 | 0.00 |
| TRAFFIC SIGNALIZATION:           |          |      |
| Traffic Signal Installation..... | \$ 16.54 | 0.00 |
| TRUCK DRIVER: Dump Truck.....    | \$ 12.81 | 0.00 |
| TRUCK DRIVER: Flatbed Truck....  | \$ 14.13 | 0.00 |
| TRUCK DRIVER: Lowboy Truck.....  | \$ 15.56 | 0.00 |
| TRUCK DRIVER: Slurry Truck.....  | \$ 11.96 | 0.00 |
| TRUCK DRIVER: Water Truck.....   | \$ 12.88 | 0.00 |

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

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

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

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example. Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates. 0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter?

This can be:

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**WAGE RATES FOR FEDERAL-AID PROJECTS.** (Rev 1-21-13)  
Article 7-16 (of the Supplemental Specifications) is expanded by the following: For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable in this Contract are listed in Wage Rate Decision Number(s) FL 212 as modified up through ten days prior to opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's web site and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed. When multiple wage tables are assigned to a Contract general guidance of their use and examples of construction applicability is available on the Department's web site. Contact the Department's Wage Rate Coordinator before bidding if there are still questions concerning the applicability of multiple wage tables.

The URL for obtaining the Wage Rate Decisions is:  
[www.dot.state.fl.us/construction/wage\\_htm](http://www.dot.state.fl.us/construction/wage_htm).

Contact the Department's Wage Rate Coordinator, Keith Larsen, at (813) 635-3406 if the Department's web site cannot be accessed or there are questions.

**6-12.1 Source of Supply – Convict Labor (Federal-Aid Contracts Only):** Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. materials produced by convicts on parole, supervised release, or probation from a prison or,

2. materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 11-116

#### (Superceding Executive Order 11-02; Verification of Employment Status)

WHEREAS, Federal law requires employers to employ only individuals eligible to work in the United States; and

WHEREAS, the U.S. Department of Homeland Security's E-Verify system allows employers to quickly verify employee eligibility in an efficient and cost-effective manner.

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

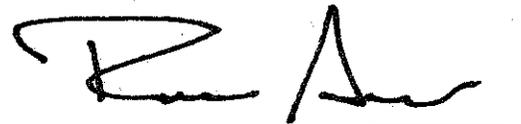
**Section 1.** I hereby direct all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system.

**Section 2.** I hereby direct all agencies under the direction of the Governor to include, as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Section 3. Agencies not under the direction of the Governor are encouraged to verify the employment eligibility of their new employees utilizing the E-Verify system and to include as a provision of all contracts for the provision of goods or services to the state or subdivision in excess of nominal value, a requirement that contractors and subcontractors utilize the E-Verify system to verify the employment eligibility of all new employees hired during the contract term.

Section 4. This Order supersedes Executive Order 11-02.

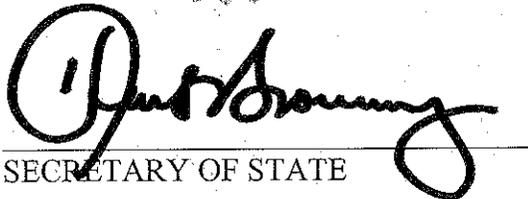
IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 27th day of May, 2011.



GOVERNOR



ATTEST:



SECRETARY OF STATE

2011 MAY 27 PM 5:04  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

FILED

## STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

1. An eastern indigo snake protection/education plan shall be developed by the applicant or requestor for all construction personnel to follow. The plan shall be provided to the Service for review and approval at least 30 days prior to any clearing activities. The educational materials for the plan may consist of a combination of posters, videos, pamphlets, and lectures (*e.g.*, an observer trained to identify eastern indigo snakes could use the protection/education plan to instruct construction personnel before any clearing activities occur). Informational signs should be posted throughout the construction site and along any proposed access road to contain the following information:
  - a. a description of the eastern indigo snake, its habits, and protection under Federal Law;
  - b. instructions not to injure, harm, harass or kill this species;
  - c. directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before resuming clearing; and,
  - d. telephone numbers of pertinent agencies to be contacted if a dead eastern indigo snake is encountered. The dead specimen should be thoroughly soaked in water and then frozen.
2. If not currently authorized through an Incidental Take Statement in association with a Biological Opinion, only individuals who have been either authorized by a section 10(a)(1)(A) permit issued by the Service, or by the State of Florida through the Florida Fish Wildlife Conservation Commission (FWC) for such activities, are permitted to come in contact with an eastern indigo snake.
3. An eastern indigo snake monitoring report must be submitted to the appropriate Florida Field Office within 60 days of the conclusion of clearing phases. The report should be submitted whether or not eastern indigo snakes are observed. The report should contain the following information:
  - a. any sightings of eastern indigo snakes and
  - b. other obligations required by the Florida Fish and Wildlife Conservation Commission, as stipulated in the permit.

Revised February 12, 2004

# 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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# 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

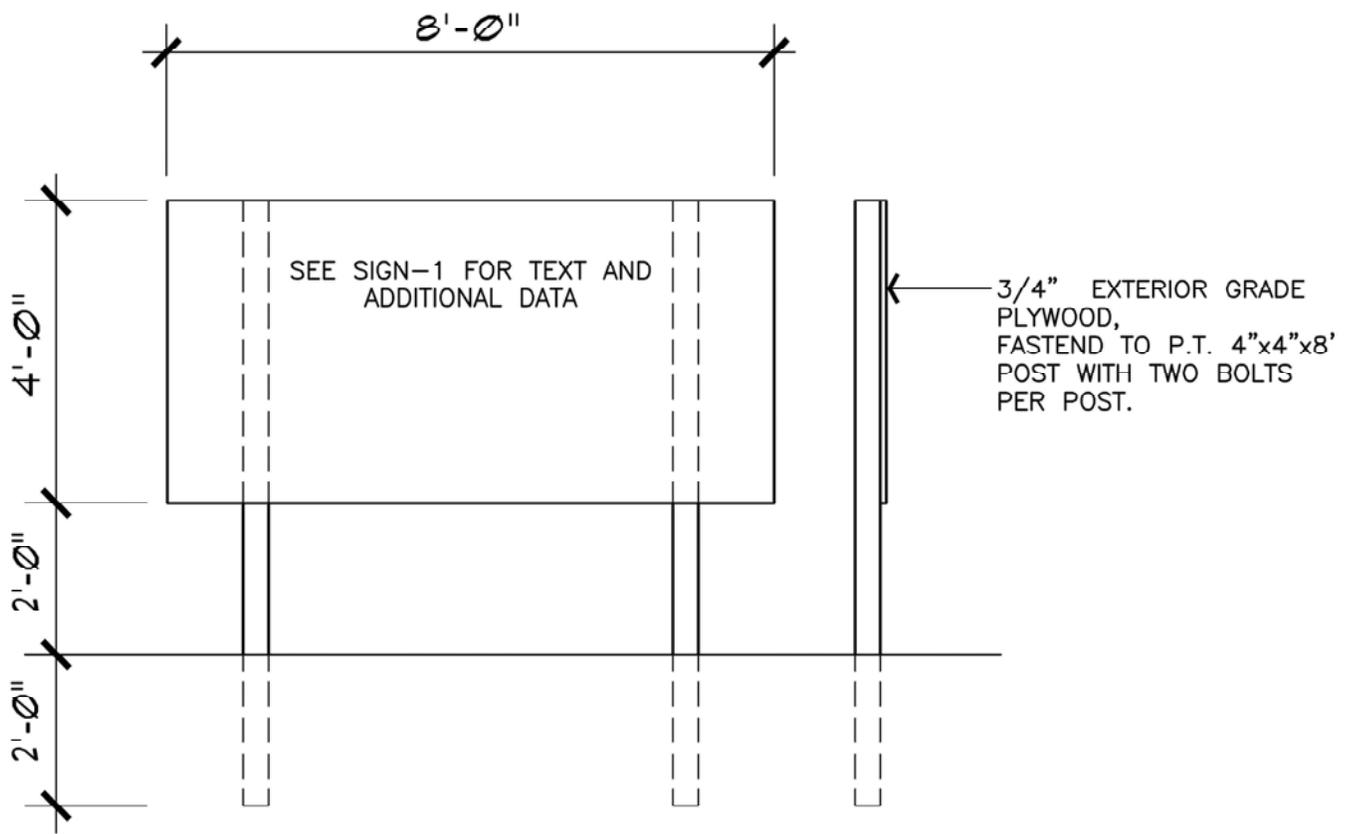
### Font

Franklin Gothic

SIGN-1

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

scale: 3"  3"





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

**(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.

## SPECIFIC PROVISIONS

### SP-1.01 DPW TECHNICAL SPECIFICATIONS:

Division II and III of the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" dated 2013 shall be incorporated for construction and materials with the exception of Contractor QAQC requirement.

The following hierarchy of the contract documents shall apply:

The DPW Technical Specifications shall govern, except as noted herein.

In the case of apparent conflict with the project plans, the Specific Provisions shall govern.

### SP-2.01 BID ITEMS:

It is the intent of these Contract Documents that any items of work and all costs for which compensation is not directly provided by a bid item but are incidental to various project items of work, shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be basis for rejection of its bid.

### SP-2.02 WORK DIRECTIVE CHANGE:

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

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

### SP-2.03 LINES AND GRADES:

The General Provisions Section G-8.01 and G-8.02 are revised to read as follows:

#### G-8.01 General:

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

The Engineer will establish Bench Marks and baseline controlling points only.

#### G-8.02 Surveys:

The Contractor shall furnish and maintain, with no additional payment, stakes and other such material as may be required for setting reference marks; and shall, with no additional payment, establish all working or construction lines and grades as required from the reference

marks set by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer, and shall be solely responsible for the accuracy thereof. The Contractor shall, however, be subject to the check and review of a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer the Engineer.

Pay items requiring survey information, such as embankment or excavation, shall be documented by of a Florida Registered Professional Surveyor and Mapper. In addition, plotted cross sections and quantity computations must be supplied and certified.

Pay items requiring survey information, such as embankment or excavation, shall be documented by of a Florida Registered Professional Surveyor and Mapper. In addition, plotted cross sections and quantity computations must be supplied and certified. All surveys shall be performed using electronic data collection for data acquisition. All drawings shall be submitted in the most current version of AutoCad being used by the COT department requiring the survey. All surveys must meet the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. All surveys must also meet any standards or specifications which may be included as part of the scope of contract.

**SP-2.04 REQUIREMENTS FOR CONTROL OF THE WORK:**

Prior to the start of the work included in this contract, a Preconstruction Conference will be held by the Engineer to be attended by the Contractor and representatives of the various utilities and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project. The Contractor shall be prepared for this meeting and shall present a comprehensive construction schedule for all items of work to be accomplished, which will be used as the basis for the development of an overall operational schedule and a list of subcontractors and material suppliers to be used on this work.

All items of work in this contract shall be coordinated so that progress on each related work item will be continuous from week to week. The progress of the work will be reviewed by the Engineer at the end of each week, and if the progress on any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Engineer.

The Contractor shall conduct operations in such a manner as will result in the minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

Access to adjacent residential, public and commercial properties shall be provided at all times during the contract period.

The Contractor shall restore to its previous condition as directed by the Engineer any private property, City property, or utilities damaged by its construction. No payment shall be made to the Contractor for any required restoration of private property, City property or utilities, unless otherwise noted.

**SP-2.05 REFERENCE STAKES:**

Add the following paragraph to General Provision Section G-8.03:

The Contractor shall, with no additional payment, furnish and install reference stakes at all even and half-stations along the project survey baseline.

These stakes shall be maintained for the duration of construction for the purpose of the Engineer's reference.

**SP-2.06 CONTRACTOR'S WEEKLY SCHEDULE:**

In order that the Department of Public Works personnel may be advised of the work to be performed, the Contractor may be required to submit weekly to the Engineer of its designated representative a schedule indicating the proposed work plan for the forthcoming week. Such shall be delivered to DPW not later than Friday preceding the work plan week unless other arrangements have been made for this submittal.

**SP-2.07 MONTHLY CONSTRUCTION ESTIMATES AND RELEASE OF LIEN:**

The Contractor shall prepare on or about the first day of each month an estimate of the work completed in the preceding month. Said estimate shall be prepared on standard forms provided by the Engineer, and three (3) signed originals shall be provided by the Contractor. Any disputed quantities shall be adjusted as directed by the Engineer prior to each partial payment, as provided for in Article 10.05 of the Agreement.

Certification that all subcontractors have been paid for the previous month's work shall be submitted with each partial payment request on forms provided by the Engineer.

An update of the overall project schedule shall be submitted with each partial payment request.

**SP-2.08 CONTRACTOR'S REPRESENTATIVE:**

Add to Article 8.02 of the Agreement:

"The Contractor shall submit in writing to the Construction Engineer the name of its duly authorized representative who will be present on the job during all work activities and is authorized to make decisions for the Contractor. Any change in the contractor's representative shall require written notification to the Construction Engineer prior to such change".

**SP-2.09 NOTICE AND SERVICE THEREOF:**

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

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the Contractor's representative at the construction site or to the office of the Contractor specified in the bid (or to such other offices as the Contractor may, from time to time, designate to the City in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

All notices required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Engineer, 3806 E. 26th Avenue, Tampa, Florida 33605, and any notice to or demand upon the City shall be sufficiently in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Engineer or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor or to its representative at the construction site for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegram) at the time of actual receipt, as the case may be.

**SP-2.10 CONTRACTOR'S FIELD OFFICE:**

The Contractor will not be required to provide a Contractor's field office.

The Contractor, however, shall have Contract Documents, the latest approved working drawings, standard drawings and a representative of the Contractor available at the site during regular working days.

**SP-2.11 ENGINEERING'S FIELD OFFICE:**

An Engineering field office shall not be required for this project.

A functional, portable cellular telephone and separate lockable sanitary facilities shall be provided to the Engineer for use throughout the duration of the project.

All costs associated with the cellular telephone (local calls only) and sanitary facilities shall be borne by the Contractor. No separate payment shall be made for these services.

**SP-2.12 DAMAGE TO ADJACENT STREETS:**

Any streets (including detour routes) consisting of travel lanes, curbs, gutters and shoulders, outside the project area (not designated for construction), which are determined by the Engineer to have been damaged due to negligent construction related operations and/or equipment, shall be restored by the Contractor to its original or better condition without any cost to the City and to the satisfaction of the Engineer.

**SP-2.13 PROJECT PHOTOGRAPHS:**

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

**SP-2.14 PRECONSTRUCTION VIDEO:**

Prior to commencing work, the Contractor shall submit to the Engineer for approval, a DVD containing a continuous color video recording including complete coverage of pre-construction conditions of all surface features within the construction's zone of influence, (including detour routes) simultaneously produced audio commentary and electronic display of time and date. The video recording shall be sufficient to fulfill the technical and forensic requirements of the project and provide continuous unedited coverage, establishing locations and viewer orientation with clear, bright, steady and sharp video images with accurate colors free of distortion or other imperfections. The DVD must be accompanied by a detailed log of its contents including date, locations, video counter numbers and features. No work shall be allowed until the completed DVD and log are approved by the Engineer.

Payment for this work shall be made under:

Item No. SP-2.14 Video Tape Project

**SP-2.15 PROJECT CLEAN-UP:**

Clean-up on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean with debris being removed regularly as the work progresses.

If project cleanliness and/or dust control reaches an unacceptable level in the opinion of the Engineer, the Engineer will notify the Contractor in writing. If the Contractor does not act to correct the situation within 4 hours in the case of dust control or within 24 hours in the case of general cleanliness, the Engineer may call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Contractor via contract change order.

**SP-2.16 CITY PERMITS:**

The Contractor shall be responsible for obtaining all applicable City permits for this project. These can include but may not be limited to: Right-of-way permit(s), tree removal/site clearing permit(s), and drainage/earthwork permit(s). The Contractor shall supply any required plans or other information to the issuing department.

The time required to prepare, submit, review, and issue the permits shall be included in the contract time and no payment shall be made for any delay incurred by this process.

Cost for obtaining City permits shall be included in the lump sum cost for mobilization (Item No. 101-1), and no separate payment shall be made. Right-of-way permit fee shall be waived by the City.

All subcontractors working on the project shall obtain their own, separate permits as above.

**SP-2.17 AS-BUILT PLANS:**

The Contractor shall provide the Engineer with "As-Built" plans, as follows:

1. All As-Built information shall be annotated by a Florida Registered Professional Surveyor and Mapper on a separate layer of each AutoCAD drawing file as provided on a disk by the City. Annotation of the new drawing files shall be in accordance with City of Tampa DPW drafting standards, as well as the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Settings shall be as follows: Color: CYAN, Linetype: CONTINUOUS, Font: ROMANS, Layer Name: AS-BUILT, AutoCAD Menu Name: ACAD.MNU, and File Format: AUTOCAD latest version.
2. All surveys shall be completed and certified by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Contractor, and shall be in accordance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Survey data shall be submitted as an electronic data file in AutoCad latest version. The Contractor shall also include as supporting data the ASCII files of digital raw survey data, closure reports, adjustment reports, and/or copies of any hand written field notes or sketches.
3. "As-Built", or "Record", surveys, as may be required by contract, or agreement, shall consist of survey data collected on all constructed improvements, so they may be compared to and contrasted with the design plans and/or construction drawings. The annotated disk shall delineate all changes and deviations to the planned improvements within the project limits, to include, but not be limited to, pavement, curb & gutter, sidewalk, driveways, inlets, manholes, all piping, inverts, ditches, ponds, valves, hydrants, water meters, signalization, hand holes, signing & pavement marking, landscaping, and irrigation. All changes and deviations shall be delineated by Station-Offset and vertical alignment values and shall be clearly shown on the drawing files.
4. The Contractor shall comply with the above requirements and shall submit one check print set of the plans at the same scale as the construction plans, and all the supporting survey data files, to the Engineer for review within three weeks of substantial completion of the project. Final payment for the

project shall not be made until the As-Built information is received for review, any corrections are made, and approval granted by the Engineer. Upon approval, the Contractor shall provide the final As-Built drawings on the disk, at the same scale as the construction plans. These files shall be AutoCad Drawings or AutoCAD Design Web Format and Adobe PDF.

The cost for this work shall be included in the contract price for Mobilization and no separate payment shall be made for meeting the above As-Built requirements.

**SP-3.01 STREET CLOSURE AND MAINTENANCE OF TRAFFIC:**

A City of Tampa permit for construction and maintenance operations within public Rights of Way will be required for every street, lane, or sidewalk closure within City of Tampa Rights of Way.

These permits will establish the requirements for the closure related to number of lanes and/or time of day lanes or street may be closed. The Contractor shall adhere to the requirements as described in the permit(s).

The Contractor shall furnish and maintain all necessary signs, pavement markings, barricades, lights, and flagmen necessary to control traffic and provide for safety of the public, all in compliance with the current Florida Department of Transportation Roadway and Traffic Design Standards and the FHWA Manual on Uniform Traffic Control Devices.

The Contractor shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

In cases of closure for street, lane, or sidewalk on the City of Tampa Functionally Classified Network (collectors, minor arterials, and principal arterials), including all State Roads, the Contractor shall provide a maintenance of traffic plan to the City of Tampa, Transportation Division. This plan shall be provided at least seventy-two hours in advance of the closure (excluding weekends) and shall contain the following:

1. Proposed detour routes.
2. Signing of the complete construction area and detour routes.

Advance notice information signs advising the public of scheduled closure of major roadways and/or information signs advising the public of points of closure and detour routes may be required by the Engineer and will be installed at the Contractor's expense.

Payment shall be full compensation for all work, equipment, materials, tools, labor and any incidentals required to maintain safe traffic routes past the work site.

Payment shall be made under:

Item No. 102-1 Maintenance of Traffic L.S.

**SP-3.02 TRAFFIC INFORMATION SIGNS:**

The Contractor's attention is directed to Section 10 of the General Provisions, PROTECTION OF WORK AND PUBLIC, and to the consideration therein for providing informative signs indicating the street closures. It is the purpose of such requirements to adequately inform residents and the general public of the closure thereby creating better understanding and relations during the construction.

Street closure signs shall conform to the configuration and dimensions shown on page SIGN-2 which is hereby made part of these specifications.

**SP-3.03 PROJECT SIGN:**

The Contractor shall furnish 2 project sign(s) which shall conform to the general configuration and dimensions as per page SIGN-1 which is made a part of these specifications. The sign(s) shall be maintained in good condition until the completion of the project, and shall be located as instructed by the Construction Engineer.

The cost of furnishing and maintaining the signs shall be included in the various contract items and no additional compensation shall be made.

**SP-3.04 TEMPORARY SIGNALIZATION:**

The Contractor shall furnish all labor, materials and equipment required to provide and maintain operation of temporary signalization during all phases of construction until permanent signalization is installed and functioning properly. If a temporary communications interconnect is required, this will be stated on the signal plans.

The work includes all excavation, backfill, sheeting, shoring, bracing; installation of wood signal poles, guy wiring, signal heads and connecting hardware, span wire, messenger wire, signal cable, electrical service, wire and service attachment, controller and pole mounted cabinet; relocation of signal equipment during construction phasing; and all other work and hardware incidental to providing and maintaining the operation of temporary signalization.

Payment shall be made under:

Item No. 102-1 Maintenance of Traffic L.S

**SP-3.05 NIGHT WORK:**

All or portions of the work are to be performed at night, as shown in the maintenance-of-traffic plan, or as specified herein.

All night work shall meet the requirements of Subarticle 8-4.1 from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2014 edition.

No additional payment shall be made for night work required by the project plans or specifications.

**SP-3.06 TEMPORARY TRAFFIC STRIPING:**

Temporary traffic striping used by the Contractor in locations and configurations as shown on the plans and placed on surfaces which will remain as exposed roadway may be traffic paint which meets the requirements of Section 710 of the FDOT Standard Specifications for Road and Bridges Construction.

Temporary traffic striping used by the Contractor in locations other than the final traffic striping and on surfaces which will later be covered with additional asphalt layers or on surfaces which will be later removed shall be traffic paint which meets the requirements of Section 710 of the FDOT Standard Specifications for Road and Bridge Construction.

Temporary traffic striping used by the Contractor in locations other than the final traffic striping and on surfaces which will remain as exposed roadway shall be an approved removable traffic striping tape.

Payment shall be made under:

Item No. 102-1 Maintenance of Traffic L.S

**SP-4.01 DENSITY REQUIREMENTS:**

The subgrade, subbase and base densities shall be 98% of the Modified Proctor for all vehicular travelways. The density requirements for asphaltic concrete and soil cement shall be 96% of the Laboratory Standard Proctor. All other locations shall attain densities of 98% of the Modified Proctor.

**SP-4.02 STABILIZATION:**

Type "C" stabilization, 12" thick shall obtain a minimum Florida Bearing Value (FBV) of 75 p.s.i.

**SP-4.03 SOIL BORING INFORMATION:**

No soil borings have been conducted within the project area or in the vicinity of this project. If so desired by the Contractor, soil borings information may be obtained at the Contractor's expense and at no cost to the City of Tampa.

**SP-4.04 TEMPORARY STOCKPILING:**

For temporary stockpiling of the excavated material within project limits (and anywhere within City limits) the Contractor shall follow the 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 its own expense present the above letter and a contour plan of the site to the DPW Construction Engineer for approval of stockpiling site.
  3. At the conclusion of the stockpiling activity, the Contractor shall obtain a signed letter of release from the property owner that he/she is completely satisfied with the stockpiling operation and with the restoration of their property. A copy of the letter shall be furnished to the Engineer.

The time periods of stockpiling shall be specified by the Contractor in writing.

Upon removal of stockpiled material, the Contractor shall clean up and grade the site to its original contours and conditions.

The City of Tampa shall not be a party to any agreement between the Contractor and private property owner(s).

Regardless of the location of stockpiling, it shall be the Contractor's responsibility to make sure that stockpiling in no way constitutes a public hazard, nuisance and does not interfere with the natural surface runoff in the area.

**SP-4.05 DEWATERING:**

Any dewatering related to this project will not be a separate bid item. The cost shall be included in the price of the facility being installed at that location and/or any related pay items.

**SP-4.06      COMPACTION OF SUITABLE CLAY FILL MATERIAL:**

The Contractor shall have equipment available to properly compact any suitable clay fill material at no additional cost to the City.

**SP-5.01      UTILITY PROTECTION CONSIDERATIONS:**

The Contractor shall protect all utilities and other facilities within and adjacent to the construction as covered in Section G- 1.03, unless a utility firm has conclusively indicated, or such is shown on the plans, that the certain adjustment, removal, reconstruction, or protection of the utility's facility will be performed by that respective utility.

The Contractor shall make every effort to protect all water mains. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Water Department Specifications and Construction Standards, latest, edition, at no extra cost to the City, and he shall assure that service is maintained at all times.

The Contractor shall make every effort to protect all sanitary sewer lines. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Department of Sanitary Sewer Specifications and Construction Standards, latest edition, at no extra cost to the City.

It will be the Contractor's responsibility to preserve all existing sanitary sewer services without interruption during the construction of storm sewers or the repairs or reconstruction of sanitary sewers.

When the construction of storm sewers, repair or reconstruction of sanitary sewers has been completed, all temporary connections shall be removed. Sewers shall be cleaned of all settled solids.

The cost of handling sanitary sewers during construction, including cost of all labor, materials, and equipment or other items incidental to completing the job, shall be included in the contract price as bid for the contract items and no separate payment shall be made.

It will be the Contractors responsibility to preserve all existing ditches, swales, force main, gravity main, laterals, etc., and other stormwater appurtenances and facilities pertaining thereto whether owned or controlled by City, other governmental bodies or privately owned by individuals, firms or corporations.

Any temporary measures constructed shall first be approved by the Engineer. The cost of such temporary measures shall be included in the contract price bid for storm sewer items and no separate payment shall be made.

The Contractor shall furnish, install, and remove sheeting and shoring and other protective measures as may be necessary to satisfactorily accomplish the construction of this project. The cost of such sheeting and shoring and other protective measures shall be included in the unit prices as bid for the storm sewer items and no separate payment shall be made.

Compensation for steel sheeting and shoring furnished, installed and removed shall be paid for as extra work in accordance with Article 7.02, EXTRA WORK, on Page A-18 of the Tampa Agreement when approved for use by the Engineer. Such approval shall be for its use only, and the Contractor shall have full responsibility for the design, installation, and removal of the sheeting and shoring. The Contractor shall obtain the services of a registered Professional Engineer to design and certify the sheeting and shoring plans.

**SP-5.02      ADJUSTMENT OF UTILITIES AND PUBLIC SERVICE INSTALLATIONS:**

Storm and sanitary sewer manhole covers, valve covers or boxes, water meter boxes, and vaults located within the limits of construction of the pavement or sidewalk area to be constructed, reconstructed or overlaid shall be relocated

or adjusted by the Contractor to conform with the new pavement or sidewalk elevation as a part of the work of constructing or reconstructing the pavement or sidewalk and no separate payment will be provided therefor.

Appurtenances of other utilities will be relocated or adjusted by the utility company owning or having jurisdiction over the respective utility.

**SP-5.03 REMOVAL OR ADJUSTMENT OF PUBLIC UTILITIES:**

The City will make necessary arrangements with public utility owners, other than City of Tampa Water and Sanitary Sewers, for removal or adjustments of existing utilities, whether shown or not shown on the plans, where such removal or adjustment is determined by the Engineer to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor.

Relocations or adjustments requested by the Contractor on the basis of the use of a particular method of construction or a particular type of equipment shall not be considered as being essential to the construction of the project if other commonly used methods or equipment could be employed without the necessity of relocating or adjusting the utility. The Engineer will determine the responsibility for any such adjustment of utilities.

Relocations or adjustments requested for the Contractor's convenience or because of delivery of materials to the job site shall be the responsibility of and at the expense of the Contractor.

The Contractor shall be required to coordinate its activities with relocation work by the utilities. A schedule for relocation work will be presented to the Contractor at the pre-construction conference. This schedule may be adjusted to "fit" the Contractor's proposed schedule, but it will include periods during which the Contractor's ability to perform work in the relocation area will be limited, with no additional compensation.

**SP-6.01 USE OF CITY WATER SYSTEM:**

A Tampa Water Department portable meter shall be utilized when obtaining water from the City system.

**SP-8.02 ENVIRONMENTAL PROTECTION:**

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

**SP-8.04 REINFORCED CONCRETE PIPE/BOX:**

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

Each pipe/box shall bear the stamp of acceptance of the testing laboratory and the Engineer shall be supplied with a copy of each inspection report, including a certification of "D-load", absorption test and conformance to the dimensional and all other designations of ASTM specifications. The cost of such inspection services shall be included in the unit prices for the respective pipe/box items.

Unless specified otherwise on plans, or directed by the Engineer, all storm sewer and culvert pipes shall be ASTM Class III, B wall thickness. All steel shall be grade 60.

All joints in elliptical concrete pipe and round R.C.P. shall be provided with filter fabric or concrete jacket as per D.O.T. Standard Index No. 280 and as directed by the Engineer. Filter fabric shall be provided at all joints, except the last two joints not supported by a structure; these joints shall be provided with a concrete collar.

The cost of the filter fabric jackets and concrete collars shall be included in the unit cost of pipe. No extra payment will be paid for such jackets or collars.

All round and elliptical reinforced concrete pipe and all pre-cast concrete box sections shall be manufactured and installed without lift holes. The Contractor shall install the pipe/box with the use of slings, hooks or other methods approved by the Engineer.

All round and elliptical reinforced concrete pipe shall be manufactured without visible corrugations on the internal wall. Any pipe with visible corrugations on the internal wall shall be rejected.

#### **SP-8.05 CONSTRUCTION OF PAVED SUMP BETWEEN INLET AND EDGE OF PAVEMENT:**

Whenever the plans indicate construction of a modified inlet, the Contractor shall construct a standard curb inlet with a concrete apron as shown in the details, the addition of the concrete apron being the only distinction between a standard inlet and a modified inlet.

If the edge of the concrete apron will be located immediately adjacent to the edge of existing asphalt pavement, and that pavement is not to be repaired or replaced as part of the construction, the Contractor shall saw cut the asphalt pavement to provide a neat clean edge and the concrete apron shall use that edge as part of the form.

If the edge of the concrete apron does not touch the edge of existing pavement, the Contractor shall construct a transitional apron, with 3:1 mitered edges, to connect the edge of the concrete apron to the edge of pavement. This transitional apron shall be constructed of the same material composition as the existing pavement.

All costs to construct the required concrete apron and any required transitional apron shall be included in the contract bid item of that modified inlet and no additional payment shall be made.

Wherever the plans indicate an inlet, either curb or grating type, to be placed outside the edge of existing pavement or curb limit so as to be in proper position for future street widening, the Contractor will be required to construct a paved sump between the edge of such existing pavement and inlet opening. The type of pavement for such sump areas shall be similar and equal to that of the adjacent roadway to which it is connected. Payment shall be made under the applicable items for street replacement.

#### **SP-8.06 DRAINAGE STRUCTURES:**

1. All inlets and manholes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:

- a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12"+ from top of pipe to bottom of top slab, before "stack" is used.
- b. The minimum diameter for stacks shall be as follows:

Twenty-four inches (24") for four feet (4') heights, Thirty-six inches (36") for four feet (4') to six feet (6') heights, and Forty-eight inches (48") for heights over six feet (6').

The stacks shall be symmetrical about the openings, five inches (5") minimum wall thickness, reinforced, and keyed (unless constructed of brick) as per the appropriate FDOT standard.

- c. The minimum distance between pipe openings shall be nine inches (9").
  - d. For four-sided structures having openings in one or more corners, individual shop drawings must be submitted for prior approval.
2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct rectangular brick drainage structures (in place of concrete drainage structures), according to the standards specified below:

Brick construction shall be as follows:

- a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.
  - b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.
  - c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.
  - d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).
  - e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.
  - f. All brick structures shall be plastered smooth inside and outside with 1/2" thick, 1:2 (Portland cement-sand) mortar.
  - g. No "unsound" brick shall be used. As a test, if a light hammer blow, with the brick held lightly in hand, does not produce a uniform crisp ringing sound, the brick shall be construed to have crack(s), or otherwise unsound and shall be rejected.
  - h. All bricks shall be solid clay.
3. No additional compensation shall be paid for brick structures.
4. For all types of manholes, the top and bottom slabs shall be as per applicable D.O.T. standards, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:
- a. Top and bottom slabs shall have the same thicknesses and reinforcements in any manhole structure.
  - b. The minimum slab thickness and reinforcement shall be: 8" thick and #6 bars at 6" centers both ways.
  - c. 4'x6' or larger manholes including circular manholes with inside diameter of 5.0' or larger shall have 10" thick slabs with #7 bars at 6" centers both ways.

- d. Unless specified on the plans, four sided structures with both inside dimensions in excess of 8.0' and circular structures with inside diameter in excess of 8.0' shall not be covered by D.O.T. and the above criteria.
5. All grate inlets shall conform to the City of Tampa design standards.
6. Grates on inlets, as well as all other structures, shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.
8. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.
9. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu of D.O.T. Type 5 and 6 curb inlets and vice-versa without additional cost to the City. P-5 and P-6 inlets shall have 3'-6" x 3'-6" substructures unless oversize pipe is to be accommodated or otherwise directed by the Engineer.  
  
Side openings in curb and grate type inlets may be specified in the plans to meet site conditions. The Contractor shall provide such opening without any additional cost.
10. When precast drainage structures are requested as substitutions for poured in place concrete structures, Contractor shall meet the following additional requirements:
  - a. Minimum height of the base structure (manhole or inlet barrel) unless restricted by design, shall be 5'-0" before extending the structure height by another precast "barrel". The minimum height of the top (extension) precast "barrel" shall be 1'-6". "Barrel" extensions of less than 1'-6" height shall be cast in place with continuous reinforcement.
  - b. Four-side structures may be considered as an alternate to circular structures, but not the reverse.
  - c. For City type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use 3'x4' (inside dimensions) substructures. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
  - d. When circular structures are precast in accordance with ASTM C478, the following limitations will apply:
    - (i) Maximum inside diameter shall not exceed 96".
    - (ii) Minimum wall thickness for 42" and 48" diameter substructures shall be 6"; 7" for 72" diameter, 8" for 84" and 96" diameters.
    - (iii) Vertical reinforcement in walls shall be equal in area to the required circumferential reinforcement area. Reinforcement spacing shall not exceed 12" O.C. in either direction.
  - e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.

- f. Contractor shall submit shop drawings only as specified below:
- (i) One each-typical for different type of structures.
  - (ii) For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.
- g. No compensation shall be paid to the Contractor for precast drainage structures which are unusable due to site conditions or changes in plans .
- h. Provide material testing acceptance reports by a licensed private laboratory verifying:
- (i) That the structures were constructed in accordance with detail shown on the plans and/or typical Drawings.
  - (ii) Specific reference shall be made to the exact design criteria adhered to; if more than one, identify which criteria applies to which structures.
  - (iii) Identify the project title, project number, file number, date cast, structure, plan sheet number and station.
  - (iv) Reinforcement size, spacing, amount and cover.
  - (v) Concrete placement, curing and strength.
  - (vi) The testing laboratory stamp shall be placed on each structure prior to shipment.
11. All manhole and inlet structures shall be set on a minimum of a six inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the plans or specifications or unless the Engineer determines a thicker layer is required due to soil and/or water conditions.
- Payment for the six inch thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be from the Selected Bedding Material (Stone) pay item, if available, or as extra work.

#### **SP-8.10 EROSION CONTROL PLAN:**

In addition to the requirements of Section 104, the Contractor shall be required to submit an erosion control plan to the Engineer at the time of the preconstruction conference. The erosion control plan shall indicate in detail all measures proposed by the Contractor to meet its erosion control obligations, including all items required to meet permitting conditions for the project. Any phasing of the erosion control plan shall also be shown.

The cost of providing, revising and updating the erosion control plan shall be included in the unit costs of the various contract items and no separate payment shall be made.

**SP-9.01 EXISTING SIDEWALKS, DRIVEWAYS AND PARKING AREAS:**

The Contractor shall meet existing sidewalks, driveways and parking areas (concrete or asphalt) when possible with the proposed street replacement. At locations where existing sidewalks and driveways are not at the same elevations as the new grades, the Contractor may be required to reconstruct a portion of the sidewalk or driveway as directed by the Engineer. (When existing driveway is of asphalt type, a base of 6" thickness shall be constructed with a 1" thick asphaltic concrete surface course.)

Payment will be as per the applicable contract unit bid prices for concrete sidewalk 4", concrete driveway 6", 6" base, and asphaltic surface course. There will be no payment if existing sidewalks or driveways must be reconstructed due to negligence of the Contractor.

**SP-9.02 PRIME/TACK COAT:**

The bid unit prices for Asphaltic Concrete shall include the bituminous material for prime/tack coat.

**SP-9.03 PAVEMENT REPLACEMENT AND TOTAL RESTORATION:**

No partial payment will be made for drainage structures, i.e., manholes, inlets, outfall structures, etc., and sanitary sewer, water or other reconstructed facilities until the total street replacement and complete restoration have been finished and accepted.

The limerock base shall be sealed and covered in accordance with F.D.O.T. Specifications, Section 300-2.2. Bare sand cover material will not be allowed unless the surface paving is scheduled and committed to be done no later than one week after the sealing. The Contractor shall keep the cover material surface in good condition and will not receive extra compensation for the cover material.

**SP-9.04 CONCRETE CURB OR CURB-AND-GUTTER:**

Expansion joints in concrete curb or curb-and-gutter shall be placed at all inlets, radius points, horizontal and vertical points of intersection (P.I.'s), and as otherwise directed by the Engineer. They shall be located at intervals of 100 feet between other expansion joints or ends of a run.

**SP-9.05 ASPHALT LEVELING COURSE:**

The Contractor shall provide Type S-I or S-III Asphaltic Concrete Leveling as directed by the Engineer. This item shall be used on an as-needed or contingency basis, and shall be furnished and installed by the Contractor at a unit price per ton.

Payment shall be made under:

Item No. 334-1-13 Superpave Asphaltic Concrete (Traffic C) Ton

**SP-9.06 PAVEMENT MIX DESIGNS:**

The Contractor shall submit to the Engineer a mix design which has been approved by the FDOT within the previous twelve months, and which has been assigned an FDOT Quality Assurance Number for each type of asphaltic pavement to be used on the project. The Engineer may, at its discretion, approve mix designs not meeting the above stipulations.

**SP-9.07 USE OF RECLAIMED ASPHALT:**

Delete Subarticle 331-2.2.4 and replace with the following:

Reclaimed asphalt pavement may be used as a component material of the bituminous mixture, subject to the following restrictions:

1. The Contractor shall be responsible for the design of asphalt mixes which incorporate reclaimed asphalt pavement as a component part.
2. Reclaimed asphalt pavement shall not exceed thirty (30) percent by weight of total aggregates for asphalt base courses, nor more than twenty (20) percent by weight of total aggregates for structural and leveling courses.
3. Any reclaimed asphalt pavement exceeding the stated limits may be considered for acceptance providing all of the following criteria are confirmed:
  - a. The reclaimed asphalt pavement mix design shall be submitted two (2) weeks prior to paving.
  - b. The Contractor shall provide documentation that the proposed mix is a current approved mix by the FDOT Materials Office.
  - c. The proposed mix design must have written approval from the Engineer.
4. Acceptance of the mix shall meet all applicable requirements of Section 331, as modified by the DPW Technical Specifications.

**SP-9.09 PEDESTRIAN RAMPS:**

All pedestrian ramps constructed in new sidewalk under Section 522 of the Technical Specifications shall comply with F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS Index No. 304 and 310. Detectable Warning Strips, a.k.a. domes, shall be provided by vendors/manufacturers that are on the FDOT's Qualified Products List (QPL).

Payment for Detectable Warning Strips in existing sidewalk shall be made under:

|                |   |      |
|----------------|---|------|
| Item No. 527-1 | Detectable Warning on Existing Walk Surface | Each |
|----------------|---|------|

**SP-10.01 GRASSING AND/OR SODDING:**

Lawn, road shoulders, and all areas that do not have well established grass at the time of construction and are disturbed during construction may be grassed, as directed by the Engineer. All areas shall be properly prepared by removal of construction debris and rocks, and soil preparation and fertilization or placement of topsoil as directed by the Engineer. Lawn, road shoulders, and other locations where construction shall occur that are well maintained and show healthy grass at the time of construction, or where otherwise directed by the Engineer, shall be sodded with either Pensacola or Argentine Bahia Type or St. Augustine type sod as applicable.

All areas that have a potential for being eroded by flowing surface water shall be sodded as directed by the Engineer including 2' adjacent to the new pavement edges.

Payment shall be made under:

|                  |                      |      |
|------------------|----------------------|------|
| Item No. 570-1-2 | Performance Turf Sod | S.Y. |
|------------------|----------------------|------|

**SP-10.02 TREE REMOVAL:**

The work included in this Section consists of removal of all trees within the area of construction with trunks 5 inches or more in diameter. Tree removal shall comply with the City of Tampa Tree Ordinance. The Contractor will be responsible for obtaining the necessary permit(s) and paying the necessary fees.

All trees with trunks less than 5 inches in diameter are not included in this section. The cost of removing trees less than 5 inches in diameter shall be included within the various contract items and no additional payment shall be made.

The diameter of the trunk shall be determined by measuring the circumference of the trunk at a point 4.5 feet above the existing ground level and dividing by 3.14.

All stumps and roots shall be removed to a depth of at least 2 feet below the finished grade.

Disposal of timber, stumps, roots or any other material resulting from the tree removal operation shall be the sole responsibility of the Contractor. Such disposal shall have the approval of the Engineer.

Payment shall be full compensation for all work, equipment, tools, labor and any incidentals required for completion of the work.

Payment shall be made under:

|                     |                                      |      |
|---------------------|--------------------------------------|------|
| Item No. SP-10.02.1 | Tree Removal<br>>5" to 12" Diameter  | Each |
| Item No. SP-10.02.2 | Tree Removal<br>>12" to 18" Diameter | Each |
| Item No. SP-10.02.3 | Tree Removal<br>>18" to 24" Diameter | Each |
| Item No. SP-10.02.4 | Tree Removal<br>Over 24" Diameter    | Each |

**SP-10.06 RESTORATION OF LANDSCAPING WITHIN RIGHT-OF-WAY:**

The Contractor shall remove any shrubbery, trees less than 5 inches in diameter, other landscaping, walkways, planters, other landscaping, and irrigation systems which are in conflict with the proposed construction. These items shall be restored, relocated, and/or reconstructed as shown in the plans or as directed by the Engineer.

Cost of removing, restoring, relocating, and reconstructing the above items shall be included in the lump sum price for Clearing and Grubbing, and no separate payment shall be made.

**SP-10.07 TREE PROTECTION:**

Tree barricades shall be constructed and maintained at trees indicated on the plans as "to be protected" and/or as directed by the Engineer. Generally, barricades are to be placed ten (10) feet from the trunk of each protected tree.

Barricades shall be constructed of commercially available pine lumber, as follows: Vertical members shall be 2" x 2" or larger, generally spaced twelve (12) feet apart. Horizontal members shall consist of one (1) 1" x 2" board.

The Contractor shall provide the services of an approved licensed tree professional when it is necessary to trim or cut a branch from a tree.

Payment for tree protection and tree cutting or trimming shall be included in the lump sum price bid for mobilization and/or clearing and grubbing and no separate payment shall be made.

**SP-11.02 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-11.03 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, light poles, shelters, roadway signs, etc., and replacement of these items shall be considered incidental to the cost of construction and no separate payment will be made.

**SP-11.04 METAL PRODUCTS:**

All metal products incorporated into the project must be tested by and found to conform to applicable specifications by an approved private testing laboratory prior to use on the project. These acceptance reports must also be made available to the Construction Engineer and to be placed in its office file prior to use on the project.

**SP-11.05 WATER FOR DUST CONTROL:**

The work specified in this section consists of the application of water within the limits of construction of the project or on streets used as detour routes in connection with the project, in accordance with these specifications.

Water used for dust control shall be free from pollution to the extent that its use will not constitute a nuisance or health hazard to anyone living in close proximity to the areas where it is used.

Water for dust control shall be included in the unit costs for the various items and no separate payment shall be made.

**SP-11.11 SIGNALIZATION CONDUIT:**

Payment for "Conduit Under Pavement" shall be made for any conduit placed in an area outside the limits of clearing and grubbing and which requires pavement removal and restoration, whether the pavement is flexible (asphalt) or rigid (concrete). Payment for backfill, compaction and pavement restoration shall be included in the unit price for Conduit Under Pavement, and no separate payment shall be made.

Payment for "Conduit Underground" shall be made for any conduit placed in an area which does not require pavement restoration, or which is within the limits of clearing and grubbing. Payment for backfill, compaction, and non-pavement surface restoration shall be included in the unit price for Conduit Underground, and no separate payment shall be made.

Any conduit described as "Additional Conduit" shall refer to conduit placed in the same trench as other conduit, whether it is "Under Pavement" or "Underground".

**SP-11.12 RESTORATION OF MONUMENTATION:**

The Contractor shall, with no additional payment, re-establish any permanent survey or mapping monumentation which is disturbed or destroyed in the course of the construction project.

**SP-11.13 INSTALLATION OF SIGNALIZATION POLES AND MAST ARMS:**

The Contractor shall install traffic poles and mast arms as indicated in the plans and as directed by the Engineer.

Nuts, bolts, washers and any incidental hardware required for attachment of the poles to the foundations shall be furnished by the Contractor.

The Contractor shall furnish and install the concrete base and install the pole and mast arm assembly.

Payment shall be full compensation for all work, equipment, tools, hardware, labor and any incidentals required to load, pick up, deliver and install the pole and mast arm assemblies.

Payment shall be made under:

Item No. 649-31-210-\_\_\_\_ Mast Arm Assembly (F&I) EA

**SP-11.14 SIGNALIZATION CONTROLLER AND CABINET:**

The Contractor shall provide the signalization controller and cabinet for installation. The controller and cabinet shall include the actuated solid state controller assembly, loop detectors, telemetry transceiver, the standby system relay, internal wiring and all required internal appurtenances. .

The Contractor shall construct a concrete base for a Type V cabinet, shall install the controller and cabinet on the slab and shall connect all external signalization wiring to the controller for operation.

Payment shall be full compensation for all work, equipment, tools, labor and any incidentals required to install the controller and cabinet.

Payment shall be made under:

Item No. 670-5-110 Traffic Controller Assembly (F&I) (NEMA) (No Preempt) AS

**SP-11.15 VEHICULAR TRAFFIC SIGNAL ASSEMBLIES:**

All LED's incorporated in signal displays shall be manufactured with "Al InGap" technology.

**SP-11.16 CONTINGENCY ALLOWANCE:**

Payment from the Contingency Allowance shall be made only at the direction of the Engineer under:

Item No. SP-11-16 Contingency Allowance L.S.

**SP-12.01 FDOT REQUIREMENTS**

Contract 14-C-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II:  
from South Howard Avenue to South Rome Avenue

This project is being funded through a Local Agency Program (LAP) Agreement with the State of Florida, Department of Transportation. Therefore, it is required that the Contractor selected by the City must be pre-qualified by the FDOT, in accordance with Chapters 334 and 337, Florida Statutes, 1992, Rules 14-21, 14-22, 142-23 F.A.C., and all other current and applicable laws, rules, and regulations. The selected Contractor shall name the FDOT as an additional insured on all policies of insurance required under the awarded contract. A copy of the policy(s) shall be given to the FDOT for its records.

It is also required that the construction and maintenance of the traffic conform to the Manual of Uniform Minimum Standards (Green Book), the Standard Index and Specifications 2014 Edition, The M.U.T.C.D., and all other current guidelines, rules and procedures, including any particular Supplemental Specifications.

UTILITY RELOCATION SCHEDULE

|         |   |                     |
|---------|---|---------------------|
| CIP NO. | PROJECT NAME  | PROJECT NO.         |
| 1000259 | Bayshore Blvd Enhancement Ph II (South of Howard Ave to Rome Ave) | FPID 413092-2-58-01 |

THIS FORM TO BE INCLUDED IN ROADWAY PROJECT CONTRACT DOCUMENTS

Agency/Owner: TECO/ PEOPLES GAS

Facilities Involved (Detail as to type and location of adjustments and relocations):

Existing 4" Polyethylene Gas main that runs in existing median (from Desoto Avenue to Nance Avenue) which in future would be under proposed pavement. Replace this existing 4" Polyethene Gas main with a 4" Polyethylene Gas main outside the pavement within the western right-of-way of Bayshore Boulevard prior to start of construction.

Anticipated Construction Relocation Schedule

*(Describe each phase and all work that can be done concurrently during each phase in relation to a construction activity.):*

|                                       | <i>*Working Days Estimated</i> |
|---------------------------------------|--------------------------------|
| Phase 1 (a) _____                     |                                |
| _____                                 |                                |
| Total Phase 1 _____                   |                                |
| Phase 2 (a) _____                     |                                |
| _____                                 |                                |
| _____                                 |                                |
| Total Phase 2 _____                   |                                |
| Phase 3 (a) _____                     |                                |
| _____                                 |                                |
| _____                                 |                                |
| Total Phase 3 _____                   |                                |
| Phase 4 (a) _____                     |                                |
| _____                                 |                                |
| _____                                 |                                |
| Total Phase 4 _____                   |                                |
| Total Construction Working Days _____ |                                |

Preconstruction Items

*(Explain: Preliminary engineering, material procurement, R/W acquisition, contract negotiations, etc.)*

Obtain an approved right-of-way use permit from City of Tampa for relocation activities.  
Need to submit permit to City of Tampa at least 2 months prior to start of construction.  
Install/ activate approx. 400' of 4" Polyethylene Gas main within western right-of-way of Bayshore Blvd. from DeSoto Avenue to Nance Avenue. Retire/ deactivate (leave in place) approx. 400' of existing 4" Polyethylene Gas main running within existing median.

Total Preconstruction Days 75

*\*Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the CITY's contractor to include their adjustment/relocation work progress schedule prior to the preconstruction conference.*

*The above date is based on construction plans DATED September 16<sup>th</sup>, 2013.*

*This AGENCY/OWNER is not responsible for circumstances beyond its normal control. However, the AGENCY/OWNER agrees to fully cooperate with the CITY, and its Contractor, in abiding by the "Utility Coordination Procedures" and completing the project as expeditiously as possible. The AGENCY'S/OWNER'S field representative can be contacted at:*

Kenny Matthews Telephone Number: (813) 917-8956

SUBMITTED FOR THE AGENCY BY: Ted Felegy Date 1/22/2014

APPROVAL BY: [Signature] Date 1/22/14  
 Engineer of Record

[Signature] Date 1/22/14  
 City Project Manager

UTILITY RELOCATION SCHEDULE

| CIP NO.   | PROJECT NAME  | PROJECT NO.         |
|---|---|---------------------|
| 1000259   | Bayshore Blvd Enhancement Ph II (South of Howard Ave to Rome Ave) | FPID 413092-2-58-01 |
| Special Conditions/Constraints  |   |                     |
| <p>Contractor is to notify "Sunshine One Call" 48 hrs. before work in vicinity of existing Natural Gas facilities.<br/>                     Changes to Construction plans FP ID: 413092-2-58-01 will nullify this relocation agreement.<br/>                     City of Tampa must notify Peoples Gas when contract is awarded.<br/>                     Peoples Gas requires 72 hrs. notice for personal assignment (PGS employees or PGS contractor) for project investigation, construction watch, and/ or any other activities where Peoples Gas representation/ advisement is needed.</p> |   |                     |

