

**The Enclosed Document Is Provided For Your Convenience.**

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

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 18-C-00024**

# **Howard F. Curren AWTP Junction Chamber No. 2 Sluice Gate Replacement**

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

OCTOBER 2019

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.:** 18-C-00024; Howard F. Curren AWTP Junction Chamber No. 2 Sluice Gate Replacement

**BID OPENING:** 1:30PM, Tuesday, November 19, 2019 **ESTIMATE:** \$940,000 **SCOPE:** The project comprises furnishing all labor, materials, and equipment to install seven (7) sluice gates and operators, one (1) 60-inch flow meter, four (4) 20" flow meters including all pipes, valves and fittings as shown on the plans, with all associated work required for a complete project in accordance with the Contract Documents. **PRE-BID CONFERENCE:** 10:30AM, Tuesday, November 05, 2019. HFC AWTP Maintenance Bldg. Training Room, 2700 Maritime Blvd., Tampa, FL 33619. Firms must email names and companies represented for all attendees a minimum of 24 hours in advance to Richard.Birchmire@tampagov.net and John.Julian@tampagov.net to obtain security clearance. Please include in the email the Contract Number and Name along with the Pre-bid conference date.. 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/contract-administration/programs/construction-project-bidding>. **Email Questions to:** [contractadministration@tampagov.net](mailto:contractadministration@tampagov.net) .

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NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA  
Contract 18-C-00024; Howard F. Curren AWTP Junction Chamber No. 2 Sluice Gate Replacement

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., November 19, 2019 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, furnishing all labor, materials, and equipment to install seven (7) sluice gates and operators, one (1) 60-inch flow meter, four (4) 20" flow meters including all pipes, valves and fittings as shown on the plans and all associated work required for a complete project in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Howard F. Curren AWTP Junction Chamber No. 2 Sluice Gate Replacement in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

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

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

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

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

I-1.04 INSTRUCTIONS TO BIDDERS

**SECTION 2 – GENERAL INSTRUCTIONS.** Section I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS is replaced with the following:

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. Firm/Contractor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Award/Contract. Firm/Contractor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89.

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

I-1.06 LIQUIDATED DAMAGES:

The amount of liquidated damages, referred to in Article 4.06 of the Agreement, for completion of this project shall be \$500 per calendar day.

I-1.07 BASIS OF AWARD OF CONTRACT:

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

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 – SPECIAL INSTRUCTIONS

I-1.10 EQUAL BUSINESS OPPORTUNITY PROGRAM (EBO) REQUIREMENTS / PROJECT SUBCONTRACTING GOAL(S)

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

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

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

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

- Project Goal(s): \_\_\_\_\_% **U-WMBE (Underutilized Woman and Minority Business Enterprise) (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)
- \_\_\_\_\_% **SLBE (Small Local Business Enterprise) (EBO Program) only City-certified SLBEs**
- 10.9% **U-WMBE/SLBE Combined (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)  
together with City-certified SLBEs
- \_\_\_\_\_% **WMBE/SLBE ASPIRATIONAL (EBO Program)** An all-inclusive SLBE/WMBE goal; any City certified firm counts towards goal attainment.

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

The Bidder who is awarded the Contract will be required to furnish a Public Construction Bond upon the form provided herein, equal to 100 percent of the Contract price, such Bond to be issued and executed by (a) surety company(ies) acceptable to the City and licensed to underwrite contracts in the State of Florida. After execution of the Agreement and before commencing work, the Contractor must provide the City a certified copy of the officially recorded Bond.

I-1.13 AGREEMENT

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

Add the following:

Article 2.05 CITY’S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

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

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

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

Replace with the following new article:

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

The Contractor shall, in the performance of the work required to be done under this Contract, employ all workers without discrimination and must not maintain, provide or permit facilities that are segregated.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

**SECTION 10 – PAYMENTS**, Article 10.05, Page A-10, 1<sup>st</sup> Paragraph, 1<sup>st</sup> Sentence:

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

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.02, Page A-12, 1<sup>st</sup> Paragraph, 2<sup>nd</sup> Sentence:

Delete the 2<sup>nd</sup> Sentence in its entirety and replace it with the following new 2<sup>nd</sup> Sentence:

Without limiting application of Article 11.07, below, whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall indemnify, defend, and hold harmless the City Indemnified Parties (as defined below) from any and all Claims (as defined below) for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process, to be performed under the Contract and damages which may be incurred by reason of such infringement at any time during the prosecution or after completion of the work.

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.03, Page A-12:

Delete Article 11.03 in its entirety and replace with the following new article:

ARTICLE 11.03 INTENTIONALLY OMITTED.

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.07, Page A-12:

Delete Article 11.07 in its entirety and replace with the following new article:

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

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

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

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

Contractor agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of Contractor in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Contractor's actions. In

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

reviewing, approving or rejecting any submissions by Contractor or other acts of Contractor, the City in no way assumes or shares any responsibility or liability of Contractor or any tier of subcontractor/subconsultant/supplier, under this Contract.

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

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.12, Page A-13:  
Change Article 11.12 to add the following new language after existing text:

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

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

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

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

- I-1.14 Contractors must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the Contract to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Contractor to perform work pursuant to the contract.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.15 GENERAL PROVISIONS; G-2.02 Copies Furnished to Contractor: Replace the first paragraph with the following:

The Contractor shall acquire for its use copies of the plans and specifications as needed, which may be downloaded from the City's web site, at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>.

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

I-1.16 PAYMENT DISPUTE RESOLUTION

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

I-1.17 SCRUTINIZED COMPANIES CERTIFICATION

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria."

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

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

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

# INSTRUCTIONS TO BIDDERS

## SECTION 2 GENERAL INSTRUCTIONS

### I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

### I-2.03 ADDENDA AND INTERPRETATIONS

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

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

### I-2.04 BID SECURITY

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

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

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

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

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

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

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

#### I-2.05 LAWS AND REGULATIONS

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

#### I-2.06 PUBLIC CONSTRUCTION BOND

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

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

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

Bidders who are nonresident corporations shall furnish to the City a

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

#### I-2.08 REJECTION OF PROPOSALS

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

#### I-2.09 QUANTITIES ESTIMATED ONLY

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

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

#### I-2.10 COMPARISON OF PROPOSALS

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

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

#### I-2.11 BASIS OF AWARD

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

#### I-2.12 INSURANCE REQUIRED

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

#### I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

#### I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

#### I-2.15 LABOR STANDARDS

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

#### I-2.16 NOTICE TO LABOR UNIONS

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

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

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

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

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

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

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

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

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

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

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

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

#### I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

# CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

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

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

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

#### Policy

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

#### Index

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

#### Industry Categories

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

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

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

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

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

#### MBD Form-70

**Howard F. Curren AWTP Junction Chamber 2 Sluice Gate Replacement**  
**FY 19 Project 18-C-00024**  
**U-WMBE Availability Contact List**  
**(The Underutilized WMBE Industry Category for Construction Subcontracts is BBE )**

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

| #'s | Business Name                | Phone        | Fax          | Email                                   | Address 1               | City          | Stat | Zip   | Description        | FEIN      | Type | Ethnicity        |
|-----|------------------------------|--------------|--------------|---|-------------------------|---------------|------|-------|--------------------|-----------|------|------------------|
| 1   | All In One Electric Inc      | 813-849-6331 | 813-514-0473 | jones@aioelectric.com                   | 1201 W WATERS AVE       | TAMPA         | FL   | 33604 | Electrical         | 043689273 | BBE  | African American |
| 1   | Brown & Brown Electric, Inc. | 954-938-8986 | 954-938-9272 | Hermine.Brown@brownandbrownelectric.com | 1150 SW 30th Avenue     | Pompano Beach | FL   | 33069 | Electrical         | 592283934 | BBE  | African American |
| 1   | MDH Enterprises, Inc.        | 386-789-2672 | 866-681-5026 | matize@my-es.com                        | 281 East C Street       | Orange City   | FL   | 32763 | Electrical         | 550849332 | BBE  | African American |
| 2   | DRD Enterprises LLC          | 813-476-9933 | 866-850-1332 | ddeenah@drdententerprise.com            | 4104 Yellowwood Dr.,    | Valrico       | FL   | 33594 | Pipe Supplier      | 204675317 | BBE  | African American |
| 2   | MANZI METALS INC             | 352-799-8211 | 352-754-9735 | bmanzi@manzimetals.com                  | 15293 FLIGHT PATH DR    | BROOKSVILLE   | FL   | 34604 | Pipe Supplier      | 593245008 | BBE  | African American |
| 2   | Suca Pipe Supply, Inc.       | 813-249-7902 |              | simau44@yahoo.com                       | 4910 Lowell Rd          | Tampa         | FL   | 33624 | Pipe Supplier      | 592499571 | BBE  | African American |
| 2   | Suca Pipe Supply, Inc. One   | 813-249-7902 |              | mactwinau1@yahoo.com                    | 4910 Lowell Road        | Tampa         | FL   | 33624 | Pipe Supplier      | 263669556 | BBE  | African American |
| 2   | Terrell Industries, Inc.     | 727-823-4424 | 727-823-3977 | gradyterrell@terrellindustries.com      | 2067 1ST AVE N          | ST PETERSBURG | FL   | 33713 | Pipe Supplier      | 650530148 | BBE  | African American |
| 3   | Fletcher Painting, Inc.      | 407-290-1188 | 407-290-9309 | stacy@fletcherenterprise.com            | 4355 Fairmont St. Ste 8 | Orlando       | FL   | 32808 | Painting & Coating | 593587717 | BBE  | African American |
| 3   | Obi Global, LLC              | 813-400-8562 |              | obigloballlc@gmail.com                  | 11507 Dr. MLK Blvd      | Mango         | FL   | 33550 | Painting & Coating | 471881723 | BBE  | African American |
| 3   | Pro Construct Services LLC   | 813-445-4840 | 813-749-9383 | roberta.warren@pro-constructllc.com     | 6601 Memorial Hwy       | TAMPA, FL     | FL   | 33615 | Painting & Coating | 464782775 | BBE  | African American |

**Howard F. Curren AWTP Junction Chamber 2 Sluice Gate Replacement**  
**FY 19 Project 18-C-00024**  
**SLBE Availability Contact List**

| This Certified Contact List is the minimum contacts available and may require further searches for certified firms to meet Good Faith Efforts. |                                       |              |              |                                      |                        |                 |       |       |                      |           |            |                   |
|--|---------------------------------------|--------------|--------------|--------------------------------------|------------------------|-----------------|-------|-------|----------------------|-----------|------------|-------------------|
| #s   | Business Name                         | Phone        | Fax          | Email                                | Address 1              | City            | State | Zip   | Business Description | FEIN      | Cert. Type | Ethnicity         |
| 1  | All In One Electric Inc               | 813-849-6331 | 813-514-0473 | rjones@aioelectric.com               | 1201 W. WATERS AVENUE  | TAMPA           | FL    | 33604 | Electrical           | 043689273 | SLBE       | African American  |
| 1  | ROB MICHAEL INC                       | 813-323-0304 | 813-968-1036 | RJMICHAEL74@AOL.COM                  | 16204 SAGEBRUSH RD     | TAMPA           | FL    | 33618 | Electrical           | 264389755 | SLBE       | Caucasian         |
| 1  | TAMCO Electric, Inc.                  | 813-918-8489 | 813-986-5979 | atruijill@tampabay.rr.com            | 4022 W South Avenue    | Tampa           | FL    | 33614 | Electrical           | 591396630 | SLBE       | Hispanic American |
| 2  | Meyer Corp.                           | 813-210-4864 | 813-645-5634 | Renatonjr@aol.com                    | 6308 Lake Sunrise Dr.  | Apollo Beach    | FL    | 33572 | Pipe Supplier        | 562384669 | SLBE       | Caucasian         |
| 2  | Alfonso Communications, Inc.          | 813-957-3208 | 813-957-3208 | darrene@alfonsocommunications.com    | 3959 Van Dyke Road     | Lutz            | FL    | 33558 | Pipe Supplier        | 474659688 | SLBE       | Hispanic American |
| 2  | DRD Enterprises LLC                   | 813-476-9933 | 866-850-1332 | ddeenah@drdententerprise.com         | 4104 Yellowwood Dr.,   | Valrico         | FL    | 33594 | Pipe Supplier        | 204675317 | SLBE       | African American  |
| 2  | Mar Supply Co.                        | 941-286-3240 | 941-761-6500 | info@marssupplyco.com                | 1660 63rd Avenue East  | Bradenton       | FL    | 34203 | Pipe Supplier        | 270206845 | SLBE       | Hispanic American |
| 2  | IMBE Supply of Florida, Inc.          | 813-781-6583 |              | mbesupplyofflorida@gmail.com         | 4306 W. Osborne Avenue | Tampa           | FL    | 33613 | Pipe Supplier        | 463284565 | SLBE       | Caucasian         |
| 2  | Suca Pipe Supply, Inc.                | 813-249-7902 |              | slmau4@yahoo.com                     | 4910 Lowell Rd         | Tampa           | FL    | 33624 | Pipe Supplier        | 592499571 | SLBE       | African American  |
| 2  | Suca Pipe Supply, Inc. One            | 813-249-7902 |              | mactwinau1@yahoo.com                 | 4910 Lowell Road       | Tampa           | FL    | 33624 | Pipe Supplier        | 263669556 | SLBE       | African American  |
| 3  | C&C Painting Contractors Inc.         | 813-886-7100 | 813-886-7102 | carlos@ccpainting.com                | 8372 Standish Bend Dr. | Tampa           | FL    | 33615 | Painting & Coating   | 593617521 | SLBE       | Hispanic American |
| 3  | COLORS PAINTING CONTRACTORS LLC       | 813-855-7424 |              | jimmyg@colorspaintingcontractors.com | 12036 ABBYWOOD LANE    | TAMPA           | FL    | 33626 | Painting & Coating   | 462331210 | SLBE       | Hispanic American |
| 3  | Diversified Coatings & Finishes, Inc. | 813-494-5543 | 352-567-1718 | bobcookdcf@gmail.com                 | 12540 Green Oak Lane   | Dade City       | FL    | 33525 | Painting & Coating   | 593460053 | SLBE       | Caucasian         |
| 3  | Elite Industrial Painting, Inc.       | 727-940-6001 | 727-279-2827 | Tula@eipainting.com                  | 621 Hibiscus St #3     | Tarpon Springs  | FL    | 34689 | Painting & Coating   | 900658000 | SLBE       | Caucasian         |
| 3  | Federico's Painting Corp              | 813-908-1404 | 813-908-1404 | federico_de_la_pava@hotmail.com      | 6615 Winding Oak Dr.   | Tampa           | FL    | 33625 | Painting & Coating   | 203279278 | SLBE       | Hispanic American |
| 3  | Harry's Painting Enterprises, Inc.    | 727-848-1950 | 727-847-3474 | kathryn@harryspainting.com           | 5250 Avery Road        | New Port Richey | FL    | 34652 | Painting & Coating   | 592820441 | SLBE       | Caucasian         |
| 3  | Island Painting & Waterproofing Inc.  | 813-500-3869 | 813-500-4001 | info@islandpaintingtb.com            | 5608 N Church Avenue   | Tampa           | FL    | 33614 | Painting & Coating   | 204840500 | SLBE       | Hispanic American |
| 3  | Obi Global, LLC                       | 813-400-8562 |              | obigloballlc@gmail.com               | 11507 Dr. MLK Blvd     | Mango           | FL    | 33550 | Painting & Coating   | 471881723 | SLBE       | African American  |
| 3  | Pro Construct Services LLC            | 813-445-4840 | 813-749-9383 | roberta.warren@pro-constructllc.com  | 6601 Memorial Hwy      | TAMPA, FL       | FL    | 33615 | Painting & Coating   | 464782775 | SLBE       | African American  |
| 3  | Shepard Contractors Inc               | 813-855-1115 | 813-513-3281 | shepardcontractors@hotmail.com       | Piney Lane Dr          | Tampa           | FL    | 33625 | Painting & Coating   | 593708146 | SLBE       | Caucasian         |
| 3  | Sunstate Coatings, Inc.               | 813-598-0802 | 813-672-6172 | sunstatecoatings@msn.com             | 11501 Mellowood Drive  | Riverview       | FL    | 33569 | Painting & Coating   | 202618835 | SLBE       | Caucasian         |

# Howard F. Curren AWTP Junction Chamber 2 Sluice Gate Replacement

FY 19 Project 18-C-00024

## Non-UWMBE/SLBE Availability Contact List

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

| # | Business Name                        | Phone        | Fax          | Email                                | Address 1                 | City        | Zip      | Description        | FEIN      | Ethnicity             |
|---|--------------------------------------|--------------|--------------|--------------------------------------|---------------------------|-------------|----------|--------------------|-----------|-----------------------|
| 1 | Benro Enterprises, Inc               | 813-628-5584 | 813-749-9470 | rrocha@rochacontrols.com             | 5025 W. Rio Vista Ave     | Tampa       | FL 33634 | Electrical         | 993425954 | HBE Hispanic American |
| 1 | Energy Services and Products Corp    | 813-931-8853 | 813-931-8852 | padilla.melissa@gmail.com            | 3817 W. Humphrey St. #203 | Tampa       | FL 33614 | Electrical         | 993241383 | HBE Hispanic American |
| 1 | Erwin Electric, Inc                  | 813-855-0048 | 813-855-5404 | robin@erwinelectric.com              | 13817 MONROE BUSINESS PK. | TAMPA       | FL 33635 | Electrical         | 993490070 | WBE Caucasian         |
| 1 | Henriquez Electric Corporation       | 813-877-1104 | 813-853-2513 | sharon@henriquezelectric.com         | 4101 W. Linebaugh Ave.    | TAMPA       | FL 33624 | Electrical         | 991742874 | HBE Hispanic American |
| 1 | Infinity Industrial Controls Inc     | 727-216-6416 | 727-286-6240 | lb@iicontrols.com                    | 1057 CEPHAS RD            | CLEARWATER  | FL 33765 | Electrical         | 273205660 | WBE Caucasian         |
| 1 | MCS of Tampa, Inc.                   | 813-872-0217 | 813-876-6317 | twhitmore@mcssofttampa.com           | 8510 Sunstate Street      | Tampa       | FL 33634 | Electrical         | 993059024 | HBE Hispanic American |
| 1 | TAMCO Electric, Inc.                 | 813-918-8489 | 813-986-5979 | atrull@tampabay.rr.com               | 4022 W. South Avenue      | Tampa       | FL 33614 | Electrical         | 991396630 | HBE Hispanic American |
| 2 | Alfonso Communications, Inc.         | 813-957-3208 | 813-957-3208 | darren@alfonsocommunications.com     | 3959 Van Dyke Road        | Lutz        | FL 33558 | Pipe Supply        | 74659688  | HBE Hispanic American |
| 2 | CORCEL corp                          | 305-636-1880 | 305-636-1897 | Ray@corcelcorp.com                   | 2461 NW 23rd Street       | Miami       | FL 33142 | Pipe Supply        | 850246259 | HBE Hispanic American |
| 2 | KAT Materials Inc.                   | 727-834-8655 | 727-834-8670 | orders@katinc.us                     | 6541 Industrial Ave       | Port Richey | FL 34668 | Pipe Supply        | 831019704 | WBE Caucasian         |
| 2 | Mar Supply Co.                       | 941-286-3240 | 941-761-6500 | info@marsupplyco.com                 | 1660 63rd Avenue East     | Bradenton   | FL 34203 | Pipe Supply        | 270206845 | HBE Hispanic American |
| 2 | MBE Supply of Florida, Inc.          | 813-781-6583 |              | mbesupplyofflorida@gmail.com         | 4306 W. Osborne Avenue    | Tampa       | FL 33613 | Pipe Supply        | 663284565 | WBE Caucasian         |
| 2 | www.grandviewp.com                   | 407-383-9883 | 321-363-1066 | jc@grandviewp.com                    | 271 Specialty Pt.         | Sanford     | FL 32771 | Pipe Supply        | 993109483 | WBE Caucasian         |
| 3 | C&C Painting Contractors Inc.        | 813-886-7100 | 813-886-7102 | carlos@ccpainting.com                | 8372 Standish Bend Dr.    | Tampa       | FL 33615 | Painting & Coating | 993617521 | HBE Hispanic American |
| 3 | COLORS PAINTING CONTRACTORS LLC      | 813-855-7424 |              | jimmyg@colorspaintingcontractors.com | 12036 ABBYWOOD LANE       | TAMPA       | FL 33626 | Painting & Coating | 662331210 | HBE Hispanic American |
| 3 | Federico's Painting Corp             | 813-908-1404 | 813-908-1404 | federico_de_la_pava@hotmail.com      | 6615 Winding Oak Dr.      | Tampa       | FL 33625 | Painting & Coating | 203279278 | HBE Hispanic American |
| 3 | Island Painting & Waterproofing Inc. | 813-500-3869 | 813-500-4001 | info@islandpaintingtb.com            | 5608 N Church Avenue      | Tampa       | FL 33614 | Painting & Coating | 204840500 | HBE Hispanic American |
| 3 | J. MORI PAINTING, INC.               | 305-825-7144 | 305-825-7145 | jimori@jmoripainting.com             | 2561 West 80th Street     | Hialeah     | FL 33016 | Painting & Coating | 850167126 | HBE Hispanic American |

Instructions Regarding Use of the WMBE/SLBE Availability Contact List

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

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

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

PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

- (1) He/She is of lawful age and is authorized to act on behalf of Bidder (the individual, partnership, corporation, entity, etc. submitting this Proposal) and that all statements made in this document are true and correct to the best of my knowledge.
- (2) If Bidder is operating under a fictitious name, Bidder has currently complied with any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida
- (3) No person or entity other than Bidder has any interest in this Proposal or in the Contract proposed to be entered into.
- (4) This Proposal is made without any understanding, agreement, or connection with any person or entity making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (5) Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (7) Bidder has carefully examined and fully understands the Solicitation and has full knowledge of the scope, nature, and quality of the work to be performed; furthermore, Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (8) Bidder (including its principals)  has |  has NOT been debarred or suspended from contracting with a public entity.
- (9) Bidder  has |  has NOT implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes.
- (10) Bidder has carefully examined and fully understands all the component parts of the Contract Documents and agrees Bidder will execute the Contract, provide the required Public Construction Bond, and will fully perform the work in strict accordance with the terms of the Contract and Contract Documents therein referred to for the following prices, to wit:

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

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

| Contract Item No. | Unit | Estimated Quantity | Description and Price in Words   | Computed Total Price for Item in Figures |
|-------------------|------|--------------------|--|--|
| BASE BID          | LS   |                    | The work shall include but not be limited to furnishing all labor, materials, and equipment to install seven (7) sluice gates and operators, one (1) 60-inch flow meter, four (4) 20" flow meters including all pipes, valves and fittings as shown on the plans and with all associated work required for a complete project in accordance with the Contract Documents. |  |
|                   |      |                    | _____<br>_____ dollars<br>and _____ cents  |  |
|                   |      |                    | BASE BID LS  | \$ _____                                 |
| ITEM 2            | LS   | 1                  | Contingency as per SP-60   | \$ <u>50,000</u>                         |
|                   |      |                    | TOTAL  | \$ _____                                 |

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

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

Bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 \_\_\_\_ #2 \_\_\_\_ #3 \_\_\_\_ #4 \_\_\_\_ #5 \_\_\_\_ #6 \_\_\_\_ #7 \_\_\_\_ #8 \_\_\_\_.

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

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

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

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

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

[SEAL]

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

Authorized Signature: \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

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

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

For an entity: The forgoing instrument was sworn (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a/n  Partnership  Joint Venture  LLC  Corp  Other: \_\_\_\_\_, on behalf of such entity. Such individual is  personally known to me or  produced a/n \_\_\_\_\_ state driver's license as identification.

For an individual: The forgoing instrument was sworn (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is  personally known to me or  produced a/n \_\_\_\_\_ state driver's license as identification.

[NOTARY SEAL]

Notary Public, State of \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

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



# Good Faith Effort Compliance Plan Guidelines

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

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

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

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

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

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

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

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

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

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

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



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

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



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

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

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

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

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

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

| S = SLBE<br>W=WMBE<br>O = Neither | Company Name<br>Address<br>Phone, Fax, Email | Type of Ownership<br>(F=Female M=Male)<br>BF BM = African Am.<br>HF HM = Hispanic<br>AF AM = Asian Am.<br>NF NM = Native Am.<br>CF CM = Caucasian | Trade or<br>Services<br><br>NIGP Code<br>(listed<br>above) | Contact<br>Method<br>L=Letter<br>F=Fax<br>E=Email<br>P=Phone | Quote<br>or<br>Response<br>Received<br>Y/N |
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Failure to Complete, Sign and Submit  
 this form with your Bid or Proposal  
 Shall render the Bid Non-Responsive  
 (Do Not Modify This Form)

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

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

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



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

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

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

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

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

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



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

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

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

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

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

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

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

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

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

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

| S = SLBE<br>W=WMBE<br>O =Neither | Company Name<br>Address<br>Phone, Fax, Email | Type of Ownership<br>(F=Female M=Male)<br>BF BM = African Am.<br>HF HM = Hispanic Am.<br>AF AM = Asian Am.<br>NF NM = Native Am.<br>CF CM = Caucasian | Trade,<br>Services,<br>or Materials<br><br>NIGP Code<br>Listed<br>above | \$ Amount<br>of Quote.<br>Letter of<br>Intent (LOI)<br>if available | Percent<br>of<br>Scope or<br>Contract<br>% |
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Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive.  
(Do Not Modify This Form)

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

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

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

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



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

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

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

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

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

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

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

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

TAMPA BID BOND

Contract 18-C-00024; Howard F. Curren AWTP Junction Chamber No. 2 Sluice Gate Replacement

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

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

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 18-C-00024, Howard F. Curren AWTP Junction Chamber No. 2 Sluice Gate Replacement.

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

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

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

\_\_\_\_\_  
Name of Agency

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

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of Contract 18-C-00024 in accordance with your Proposal dated \_\_\_\_\_, amounting to a total of \$ \_\_\_\_\_ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

This AGREEMENT, made and entered into in triplicate, between the City of Tampa, Florida, hereinafter called the City, and \_\_\_\_\_ hereinafter called the Contractor, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ when the City Council of the City of Tampa, Florida adopted a Resolution authorizing, among other things, the Mayor's execution of this Agreement.

WITNESSETH that, in consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other, the Party of the First Part for itself, its successors and assigns, and the Party of the Second Part for itself, or himself, or themselves, and its successors and assigns, or his or their executors, administrators and assigns, as follows:

Contract 18-C-00024; Howard F. Curren AWTP Junction Chamber No. 2 Sluice Gate Replacement, shall include, but not be limited to, furnishing all labor, materials, and equipment to install seven (7) sluice gates and operators, one (1) 60-inch flow meter, four (4) 20" flow meters including all pipes, valves and fittings as shown on the plans with all associated work required for a complete project in accordance with the Contract Documents.

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

# TAMPA AGREEMENT

## SECTION 1 GENERAL

### ARTICLE 1.01 THE CONTRACT

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

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

### ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 2.01 THE ENGINEER**

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

### **ARTICLE 2.02 DIRECTOR**

The Director of the Department in addition to those matters

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

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

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

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

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

### **ARTICLE 2.03 NO ESTOPPEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 3.03 INSPECTION**

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

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

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

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

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

#### **ARTICLE 3.04 PROTECTION**

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

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

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

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

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

**ARTICLE 3.06 BOUNDARIES**

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

**ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 3.08 TAXES**

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

**ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS**

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

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

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

**SECTION 4  
TIME PROVISIONS**

**ARTICLE 4.01 TIME OF START AND COMPLETION**

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

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

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

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

**ARTICLE 4.02 PROGRESS SCHEDULE**

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

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

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

**ARTICLE 4.03 APPROVAL REQUESTS**

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

**ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS**

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

**ARTICLE 4.05 EXTENSION OF TIME**

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

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

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

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

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

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

**ARTICLE 4.06 LIQUIDATED DAMAGES**

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

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

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

**ARTICLE 4.07 FINAL INSPECTION**

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

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

**SECTION 5  
SUBCONTRACTS AND ASSIGNMENTS**

**ARTICLE 5.01 LIMITATIONS AND CONSENT**

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

**ARTICLE 5.02 RESPONSIBILITY**

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

**SECTION 6  
SECURITY AND GUARANTY**

**ARTICLE 6.01 CONTRACT SECURITY**

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

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

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

**ARTICLE 6.02 CONTRACTORS INSURANCE**

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

**ARTICLE 6.03 AGAINST CLAIMS AND LIENS**

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

**ARTICLE 6.04 MAINTENANCE AND GUARANTY**

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

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

**SECTION 7  
CHANGES**

**ARTICLE 7.01 MINOR CHANGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 8.02 SUPERINTENDENCE**

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

### **ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES**

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

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

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

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

### **ARTICLE 8.05 PAYROLL REPORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 10 PAYMENTS**

#### **ARTICLE 10.01 PRICES**

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

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

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

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

made therefor in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 10.06 FINAL PAYMENT**

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

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

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

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

**ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT**

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

**SECTION 11 MISCELLANEOUS PROVISIONS**

**ARTICLE 11.01 CONTRACTOR'S WARRANTIES**

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

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

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

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

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

**ARTICLE 11.03 SUITS AT LAW**

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

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

**ARTICLE 11.04 CLAIMS FOR DAMAGES**

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

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

**ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS**

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

**ARTICLE 11.06 LIABILITY UNAFFECTED**

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

**ARTICLE 11.07 INDEMNIFICATION PROVISIONS**

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

**ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN**

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

**ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED**

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

**ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR**

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

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

**ARTICLE 11.11 NUMBER AND GENDER OF WORDS**

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

**ARTICLE 11.12 ACCESS TO RECORDS**

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

**SECTION 12  
LABOR STANDARDS**

**ARTICLE 12.01 LABOR STANDARDS**

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

**ARTICLE 12.02 NOTICE TO LABOR UNIONS**

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

**ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS**

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

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

**ARTICLE 12.05 PREVAILING RATES OF WAGES**

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

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

\* \* \* \* \*

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

CITY OF TAMPA, FLORIDA

\_\_\_\_\_  
Jane Castor, 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:

\_\_\_\_\_  
Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

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

For a Corporation:

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

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

\_\_\_\_\_  
Notary

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

For an Individual:

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

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

\_\_\_\_\_  
Notary

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

For a Firm:

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

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

\_\_\_\_\_  
Notary

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

**PUBLIC CONSTRUCTION BOND**

Bond No. (enter bond number) \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Principal Business Address of Contractor: \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Contractor: \_\_\_\_\_

Name of Surety (if more than one list each): \_\_\_\_\_

\_\_\_\_\_

Principal Business Address of Surety: \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Surety: \_\_\_\_\_

Owner is The City of Tampa, Florida

Principal Business Address of Owner: \_\_\_\_\_ 306 E Jackson St, Tampa, FL 33602

\_\_\_\_\_ Contract Administration Department (280A4N)

Telephone Number of Owner: \_\_\_\_\_ 813/274-8456

Contract Number Assigned by City to contract which is the subject of this bond: \_\_\_\_\_

Legal Description or Address of Property Improved or Contract Number is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General Description of Work and Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of \_\_\_\_\_, and

\_\_\_\_\_  
(Name of Surety)

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and regularly authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) (Section 713.01), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Contractor and Surety acknowledge that the Work for which this bond has been issued may be one of several such contract documents for a group of projects. This bond does not secure covenants to pay for or to perform design services survey or program management services. The Owner/Obligee is expected to reasonably account for damages that are caused to Owner with respect to Principal's (Contractor's) default in performance of the scope of the Work incorporated by reference into the bond, and notwithstanding any contractual or common law remedy permitted to Owner as against Contractor, the obligation of Surety for any damages under this bond shall be determined by the cost of completion of the Work less the contract balance unpaid upon default of Contractor for the Work plus liquidated damages at the rate of \$500.00 per day for delays by the Contractor and/or Surety in reaching substantial completion.
6. The notice requirements for claimants and conditions for entitlement to payment set forth in Section 255.05, Fla. Stat. and the limitations period to actions upon Section 255.05, Fla. Stat. bonds apply to claimants seeking payment from surety under this bond. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.
7. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract documents or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

8. The above SURETY states that it has read all of the Contract Documents made by the CONTRACTOR with the CITY, hereto attached, and the terms and conditions of the contract and work, and is familiar therewith and in particular those portions of the Agreement concerning the guaranty of such CONTRACTOR for a period of one year following the date of the final acceptance of the completed work under the Contract by the CITY, all of which this BOND includes.

DATED ON \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Principal Business Address)

\_\_\_\_\_  
(Surety Address)

By \_\_\_\_\_

By \_\_\_\_\_  
(As Attorney in Fact)\*

Title \_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Surety

\_\_\_\_\_  
Telephone Number of Principal

Approved as to legal sufficiency:

**Countersignature:**

By \_\_\_\_\_  
Assistant City Attorney

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

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

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

# SPECIFICATIONS GENERAL PROVISIONS

## SECTION 1 SCOPE AND INTENT

### G-1.01 DESCRIPTION

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

### G-1.02 WORK INCLUDED

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

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

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

### G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 2 PLANS AND SPECIFICATIONS**

### **G-2.01 PLANS**

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

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

### **G-2.02 COPIES FURNISHED TO CONTRACTOR**

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

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

### **G-2.03 SUPPLEMENTARY DRAWINGS**

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

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

### **G-2.04 CONTRACTOR TO CHECK PLANS AND DATA**

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

### **G-2.05 SPECIFICATIONS**

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

### **G-2.06 INTENT**

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

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

## **SECTION 3 WORKING DRAWINGS**

### **G-3.01 SCOPE**

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

These drawings shall accurately and distinctly present the following:

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

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

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

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

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

#### **G-3.02 APPROVAL**

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

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

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

1. The Contractor shall submit four complete sets of drawings

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

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

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

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

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

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

## **SECTION 4 MATERIALS AND EQUIPMENT**

### **G-4.01 GENERAL REQUIREMENTS**

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

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

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

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

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

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

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

#### **G-4.02 MANUFACTURER**

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

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

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

#### **G-4.03 REFERENCE TO STANDARDS**

Whenever reference is made to the furnishing of materials or

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

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

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

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

#### **G-4.04 SAMPLES**

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

#### **G-4.05 EQUIVALENT QUALITY**

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

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

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

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

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

#### **G-4.06 DELIVERY**

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

#### **G-4.07 CARE AND PROTECTION**

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

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

#### **G-4.08 TOOLS AND ACCESSORIES**

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

Spare parts shall be furnished as specified.

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

#### **G-4.09 INSTALLATION OF EQUIPMENT**

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

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

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

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

#### **G-4.10 OPERATING INSTRUCTIONS**

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

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

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

#### **G-4.11 SERVICE OF MANUFACTURER'S ENGINEER**

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

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

## **SECTION 5 INSPECTION AND TESTING**

### **G-5.01 GENERAL**

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

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

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

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

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

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

### **G-5.02 COSTS**

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

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

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

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

### **G-5.03 INSPECTIONS OF MATERIALS**

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

### **G-5.04 CERTIFICATE OF MANUFACTURE**

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

### **G-5.05 SHOP TESTS OF OPERATING EQUIPMENT**

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

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

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

### **G-5.06 PRELIMINARY FIELD TESTS**

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

## TEMPORARY STRUCTURES

### G-5.07 FINAL FIELD TESTS

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

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

### G-5.08 FAILURE OF TESTS

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

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

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

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

### G-5.09 FINAL INSPECTION

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

## SECTION 6

### G-6.01 GENERAL

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

### G-6.02 PUBLIC ACCESS

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

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

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

### G-6.03 CONTRACTOR'S FIELD OFFICE

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

### G-6.04 TEMPORARY FENCE

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

### G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

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

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

## **SECTION 7 TEMPORARY SERVICES**

### **G-7.01 WATER**

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

### **G-7.02 LIGHT AND POWER**

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

### **G-7.03 SANITARY REGULATIONS**

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

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

### **G-7.04 ACCIDENT PREVENTION**

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

### **G-7.05 FIRST AID**

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

### **G-7.06 HEATING**

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

## **SECTION 8**

## **LINES AND GRADES**

### **G-8.01 GENERAL**

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

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

### **G-8.02 SURVEYS**

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

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

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

### **G-8.03 SAFEGUARDING MARKS**

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

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

### **G-8.04 DATUM PLANE**

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

Corps of Engineers.

## **SECTION 9 ADJACENT STRUCTURES AND LANDSCAPING**

### **G-9.01 RESPONSIBILITY**

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

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

### **G-9.02 PROTECTION OF TREES**

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

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

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

### **G-9.03 LAWN AREAS**

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

manner described in the Technical Specifications section.

### **G-9.04 RESTORATION OF FENCES**

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

## **SECTION 10 PROTECTION OF WORK AND PUBLIC**

### **G-10.01 TRAFFIC REGULATIONS**

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

### **G-10.02 BARRIERS AND LIGHTS**

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

No open fires will be permitted.

### **G-10.03 SMOKE PREVENTIONS**

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

### **G-10.04 NOISE**

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

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

**SECTION 13  
CLEANING**

**G-10.05 ACCESS TO PUBLIC SERVICES**

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

**G-10.06 DUST PREVENTION**

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

**G-10.07 PRIVATE PROPERTY**

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

**SECTION 11  
SLEEVES AND INSERTS**

**G-11.01 COORDINATION**

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

**G-11.02 OPENINGS TO BE PROVIDED**

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

**SECTION 12  
CUTTING AND PATCHING**

**G-12.01 GENERAL**

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

**G-13.01 DURING CONSTRUCTION**

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

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

**G-13.02 FINAL CLEANING**

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

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

**SECTION 14  
MISCELLANEOUS**

**G-14.01 PROTECTION AGAINST SILTATION AND BANK EROSION**

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

**G-14.02 EXISTING FACILITIES**

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

**G-14.03 USE OF CHEMICALS**

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

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## SPECIFIC PROVISIONS

### SP-1.G Scope

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

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

### SP-2.TP Permits TP

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

The City building permits shall be submitted and paid by the City.

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

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

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

### SP-5 Working Drawings

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

### SP-6 Environmental Protection

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

### SP-9 Coordination and Cooperation

In performing work under this Contract, the Contractor shall coordinate his work with that of any adjacent contractors for the City, and others, and cooperate with them in every reasonable

way, to the end that there shall be the minimum practicable interference with their operations.

#### SP-12 Releasing Facilities for Use

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

#### SP-13 Material and Equipment Approval

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

#### SP-14 Contractor Emergency Response Time

The Contractor must be available to service emergency calls seven (7) days a week, twenty-four (24) hours a day. The response time for emergency calls shall be within one (1) hour. A contact person and telephone number shall be provided to the Engineer for such purposes.

#### SP-15 Contractor's Field Office

The Contractor or an authorized agent shall be present at all times while his work is in progress. Readily accessible copies of both the contract documents and the latest approved working drawings shall be kept at the job site.

#### SP-16.TP Salvage

All salvageable materials, as determined by the Engineer, shall be removed by the Contractor and shall remain the property of the City unless otherwise noted.

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

#### SP-17 Sequence of Operations

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

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

### SP-23 Project Cleanup

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

### SP-60 Contingency

The Contractor shall include a Fifty Thousand Dollar (\$50,000) contingency sum, to be included as part of the total bid amount for this contract. The contingency is for the purpose of compensating the Contractor for any incidental work that may arise as construction operations proceed and was not addressed as part of the original work portrayed in the Plans and Specifications.

The Fifty Thousand Dollar (\$50,000) contingency sum is an upset limit. Any amount of the contingency shall be paid only after negotiation.

### SP-68 Water, Light and Power

The City currently provides water and electrical power facilities to the sites. The Contractor may use the electrical and water sources as presently configured. If necessary to modify, extend, or relocate either the electrical or water facilities to facilitate construction, all costs shall be the responsibility of the Contractor.

### SP-71 Electrical Requirements

#### Electrical Work

Where definite requirements are not set forth in the Specifications, all electrical equipment, materials, and work under this Division shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall be in accordance with applicable ANSI, IEEE, IPCEA, and NEMA standards. The work shall be performed in compliance with the 2011 edition of the National Electrical Code (NEC), all applicable state and municipal regulations and codes, and the service rules of the Tampa Electric Company, unless otherwise specified or directed. All equipment and materials shall be listed and labeled by a nationally recognized testing laboratory (NRTL) as required by the 2014 Florida Building Code, 5<sup>th</sup> edition. All custom control panels shall be assembled by a UL 508A certified panel shop and a UL label shall be applied to the finished product.

#### Electrician Qualifications

The Electrician performing the electrical work shall be licensed / certified in the State of Florida. The Electrician shall be thoroughly experienced with, and regularly engaged in, the demolition, installation, and trouble-shooting of industrial power systems with nominal system voltages of 240 through 13,200 volts. The Electrician shall provide the City with evidence demonstrating at least three (3) years of successful industrial power system installations. The Electrician shall supply the City with references of industrial clients that will attest to the Electrician's work experience.

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

Operation and Maintenance Manuals

The Contractor shall prepare and submit to the Engineer four (4) hardcopies and one (1) high resolution color, bookmarked, and unsecured electronic portable document format (PDF) of an Operation and Maintenance Manual for all equipment and associated control systems furnished and installed under this Contract. Black and white copies will not be accepted. When the work reaches 75 to 80 percent completion, the Contractor shall submit to the Engineer for approval one (1) hardcopy and one (1) PDF electronic copy of the manual with all specified material that is available at that time. The submittal shall accompany the Contractor's partial payment request for the specified completion. Within 30 days after approval of the Engineer of the PDF submittal, the Contractor shall furnish to the Engineer four (4) hardcopies of the manual. Appropriate space shall be left in the manual for material not available at the time of submittal. All missing material for the manual shall be submitted prior to the request for final payment.

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

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

Each copy of the manual shall be assembled in one or more binders, each with title page, typed table of contents, and heavy section dividers with copper reinforced holes and numbered

plastic index tabs. Each manual shall be divided into sections headed by the equipment specification section included in "Workmanship and Materials." Binders shall be 3-ring hard-back. All data shall be punched for binding and composition and printing shall be arranged so that punching does not obliterate any data. The cover and binding edge of each manual shall have the project title, Division designation and manual title printed thereon, all as furnished and approved by the Engineer.

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

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

#### Submittals / Request for Information / Shop Drawings

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

#### Asset Tracking Form

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

During the preconstruction meeting of the project, the City will furnish the contractor with a blank electronic copy of the ATF in Microsoft Office 2010 and a preliminary list of equipment that will require an ATF. The City may provide the contractor a list of additional equipment requiring an ATF as the project progresses.

The Contractor shall submit all ATF(s) after the project is substantially complete. The City prefers one submission of all ATF(s).

#### SP-73 Work Directive Change

A Work Directive Change is a written directive to the Contractor, issued on or after the date of the execution of the Agreement, and signed by the Engineer on behalf of the City, ordering an addition, deletion or revision in the work, or responding to an emergency. A Work Directive

Change will not change the contract price or the time for completion, but is evidence that the parties expect that the change directed or documented by an Authorization to Proceed with Extra Work letter will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the contract price or the time for completion.

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

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

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

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

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

#### SP-82 Access

#### GENERAL

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

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

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

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

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

## PARKING

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

## IDENTIFICATION

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

1. Employee photograph mounted on the left half of the card.

2. Name of employee and name of Contractor located on the right half of the card.

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

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

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

### SP-83 Identification (Will usually need the above)

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

1. Employee photograph mounted on the left half of the card.

2. Name of employee and name of Contractor located on the right half of the card.

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

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

The cost of Photo I.D. cards shall be included in the various Contract Unit Price Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-84 Piping and Equipment Identification

All piping and equipment shall be identified as follows:

1. All painted piping and equipment shall be color coded. Such coding on pipelines shall include painted or plastic tape banding at 10-foot intervals. The Engineer will select the colors. Underground pipelines with plastic tape wrapping shall be wrapped with colored tape and include additional colored bands as directed. Polyethylene or hot bituminous wrapped underground pipelines shall have plastic tape bands. Polyethylene wrapping for ductile iron sewage or force main piping shall be green. Tape bands shall be placed at 10-foot intervals and all colors shall be selected by the Engineer.
2. All equipment and slide gates shall have an identification nameplate. The nameplates shall be of Type 304 stainless steel, No. 6 finish, not less than No. 16 gauge with indented stamped lettering. Nameplates shall be attached to equipment bases in accessible locations. Nameplates shall be fastened, in a permanent manner arranged not to damage equipment, with not less than four stainless steel fasteners. All nameplates shall be of the same size (approximately 3- by 8-inch) and shall conform to the following standard sample:

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

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

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

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

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

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

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

### SP-129.TP As-Built Plans

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

The Contractor shall provide the City of Tampa with one (1) hardcopy and (1) electronic high resolution unsecured color PDF copy of "As-Built" plans. Plan sheets shall have all deviations from original design annotated in red to clearly show as-built conditions. Relocation of existing facilities and utilities must be clearly noted.

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

### SP-130 SAFETY:

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

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

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

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

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

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

Risk Management Division (274-5708).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Tampa Port Authority has restricted access in accordance with Florida Statute 311.12. Refer to the Tampa Port Authority's website for procedures on gaining access to the port. All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing and other information related to the access requirements for the Port of Tampa can be found at: <http://www.tampaport.com/Port-Operations/Security>. All costs to comply with these procedures shall be included in the total Price for this project, and no separate payment shall be made therefore.

Wastewater Emergency Response Plan (ERP). The City has developed procedures to help protect the lives and health of all personnel working at the Wastewater facility in the event of an emergency. Everbridge is the software product and primary communication tool that is part of

the Department's ERP. This product will be used to register daily visitors and contractors to Wastewater Departmental Facilities here at the Port and to send emergency notifications (via text or cell phone) in the event of an emergency.

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

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

AWTP Access. Upon entering and departing the AWT Plant, the lead on-site representative of the Awardee shall physically check in at the AWTP Administration Building, AWTP Maintenance Building or AWTP Operations Building. The lead on-site representative of the Awardee must inform the AWTP representatives which Awardee employees are on-site, including start and stop times. These hours must match the hours reflected on the invoices submitted by the Awardee for acceptance.

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

\* \* \*



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

[ ] Partial [ ] Final

Contract No.: \_\_\_\_\_ WO#,(if any): \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount(including change orders):\$ \_\_\_\_\_

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

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

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

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

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



## Page 2 of 2 – DMI Payment

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

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

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# 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.

## Improvement Project



Jane Castor, Mayor

Project Contact:  
Albert Calloway  
Contract Administration  
City of Tampa  
albert.calloway@tampagov.net

For information call:  
(813) 635-3400



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

3"

scale: 3"

### Font

Franklin Gothic

## Building a Better Tampa

David L. Tippin Water Treatment Facility  
Caustic Soda Piping Improvements

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

\$TBD investment  
Scheduled for completion in TBD 2014

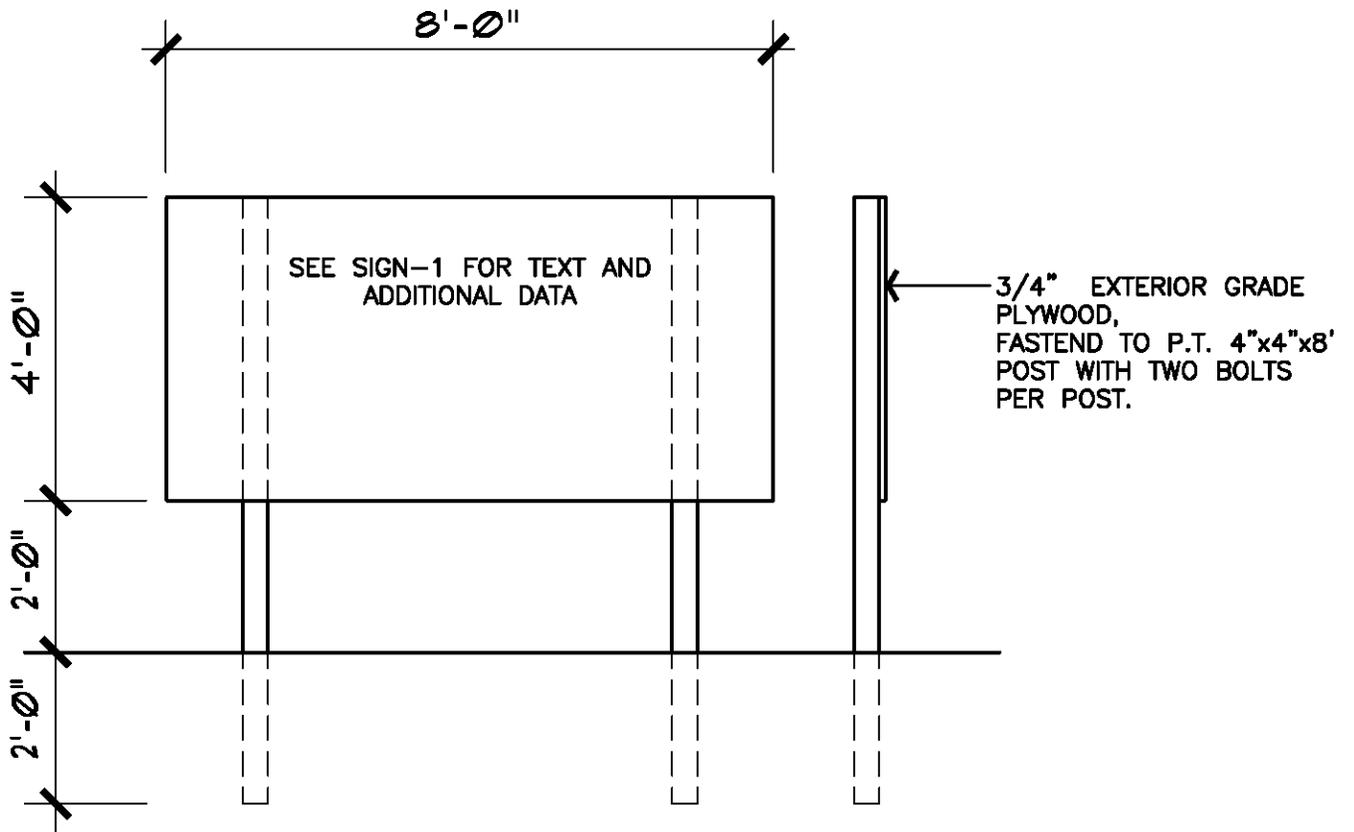
TBD

### Colors

Blue: Sherwin Williams Naval SW6244

Green: Sherwin Williams Center Stage SW6920

White: Sherwin Williams Pure White SW7005



SECTION 09 96 35

CHEMICAL RESISTANT COATINGS

PART 1 GENERAL

1.1. DESCRIPTION OF WORK

- A. The Contractor shall provide chemical resistant coatings and special preparation of surfaces, complete and in place, in accordance with the City standards and Contract Documents.
- B. Coated surfaces shall withstand continuous immersion in chemicals listed at the end of this Specification.

1.2. RELATED SECTIONS

- A. Section 01 10 00 – Supplementary Summary of Work Provisions.
- B. Section 03 30 00 – Cast-In-Place Concrete

1.3. REFERENCES

|            |  |
|------------|--|
| ASTM C722  | Chemical-Resistant Resin Monolithic Surfacing  |
| ASTM C811  | Surface Preparation of Concrete for Application of Chemical-Resistant Resin Monolithic Surfacing |
| ASTM C1583 | Tensile Strength of Concrete Surface   |
| ASTM D570  | Water Absorption of Plastics   |
| ASTM D4263 | Indicating Moisture in Concrete by the Plastic Sheet Method                                      |
| ASTM 4541  | Pull-Off Strength of Coatings on Metal Surfaces  |
| ASTM D7234 | Pull-Off Strength of Coatings on Concrete Surfaces   |

1.4. DEFINITIONS

- A. The term “coatings”, “finishes”, or “paint” as used herein, shall include surface treatments, emulsions, enamels, paints, epoxyresins, and other protective coatings, whether used as a pretreatment, primer, intermediate coat, or finish coat.
- B. The term “DFT” means minimum dry film thickness, without any negative tolerance.

1.5. REGULATORY REQUIREMENTS

- A. The Contractor shall comply with all City standards for chemical resistant coatings coatings.

1.6. SUBMITTALS

- A. Prior to submittal, provide specification to product manufacturer to review project chemicals and to make project-specific product recommendations.
- B. Product Data - Provide manufacturer’s data on specified products, describing physical and performance characteristics.
- C. Samples - Submit two samples, minimum 3-inch x 3-inch in size illustrating color and pattern -- one sample for standard finish and the second to show non-slip characteristics for each coating system provided on the project.

- D. Manufacturer's Installation Instructions - Indicate required pre-application testing, surface preparation, primer, perimeter and joint conditions requiring special attention, non-slip treatment, top coat, and total material thicknesses.
- E. Submit qualifications statement (letter) from manufacturer stating Contractor's training, qualifications, and approved status to install products.
- F. Submit name and qualifications of manufacturer's representative(s) who will provide site inspections and oversee testing and installation of coatings.
- G. Submit brief report of slab moisture content and strength, approved by product manufacturer.
- H. Submit maintenance information.
- I. Submit manufacturer's inspection reports for surface preparation.

1.7. QUALIFICATIONS

- A. Manufacturer - Company specializing in manufacturing the products specified in this Section with minimum five years' documented experience.
- B. Applicator - Company specializing in performing the work of this Section with minimum five years' documented experience demonstrating five successful projects and a letter of approval by manufacturer.
- C. Supervisor - Trained by product manufacturer.

1.8. MANUFACTURER'S REPRESENTATIVE

- A. Manufacturer shall provide on-site representative to review all installation procedures and to inspect surface preparation.

1.9. DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in original, factory-sealed containers or packages labeled with identification of contents, manufacturer's name, address, trademark, date of manufacture, specification number, batch number, color, instructions for use, and recommendations for protective measures against toxicity.
- B. Materials shall be stored in a dry, enclosed area protected from exposure to moisture. Temperature of storage shall be maintained between 50 degrees F and 75 degrees F.
- C. Store materials for three days prior to installation in area of installation to achieve temperature stability.

1.10. ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient temperature required by manufacturer three days prior to, during, and minimum 24 hours after installation of materials or as required for proper curing as specified by manufacturer, whichever is longest.

1.11. WARRANTY

- A. Warranty- Include coverage against C.R.F. delamination from substrate, degradation of surface finish, and spalling.

1.12. MAINTENANCE DATA

- A. Provide maintenance procedures, recommended maintenance materials, and procedures for repairing surface.

PART 2 PRODUCTS

2.1. MANUFACTURERS

- A. Chemical Containment Areas
  - 1. Tnemec Company, Inc.
  - 2. Or equal.

2.2. LINING SYSTEM

- A. Interior Concrete Chemical Containment Areas

| CHEMICAL       | TNEMEC  |
|----------------|---|
| Ferric Sulfate | <ul style="list-style-type: none"> <li>• Abrasive Blast</li> <li>• Series 217 Filler</li> <li>• Series 201 Primer (8.0 mils)</li> <li>• Series 239SC-MCK Base Coat (80.0 mils)</li> <li>• Series 239SC Saturant Coat (12.0 mils)</li> <li>• Series 120-5001 Top Coat (12.0 mils)</li> </ul> |
| Sulfuric Acid  | <ul style="list-style-type: none"> <li>• Abrasive Blast</li> <li>• Series 217 Filler</li> <li>• Series 201 Primer (8.0 mils)</li> <li>• Series 239SC-MCK Base Coat (80.0 mils)</li> <li>• Series 239SC Saturant Coat (12.0 mils)</li> <li>• Series 120-5001 Top Coat (12.0 mils)</li> </ul> |

- B. Exterior Concrete Chemical Containment Areas

| TNEMEC   |
|--|
| <ul style="list-style-type: none"> <li>• Abrasive Blast</li> <li>• Spall Repairs</li> <li>• Series 218 Surfacer/Filler</li> <li>• Series 156 Prime Coat (8.0 mils)</li> <li>• Series 156 Finish Coat (8.0 mils)</li> </ul> |

- C. All gutters, sumps, and base of walls, including around base of concrete pads, shall be reinforced with 1.5 oz. chopped strand fiberglass mat.
- D. For traffic area of chemical containment areas, floor space, and around pump pads, apply a broadcast 20/40 mesh silica aggregate, garnet, or a slip resistant additive as recommended by the manufacturer, to achieve a non-slip finish.

### PART 3 EXECUTION

#### 3.1. TESTING

- A. Complete the following tests prior to application of coatings. Test results shall be reviewed by the material manufacturer's representative and approved in writing.
  - 1. Concrete Surface strength, ASTM C1583
  - 2. Moisture Content, ASTM D4263
  - 3. Surface temperature, surface dial thermometer.

#### 3.2. SURFACE PREPARATION

- A. New concrete shall have a light hand trowel finish; do not machine finish or burn in.
- B. New concrete shall obtain a minimum age of 28 days prior to testing, surface preparation, and application of primer.
- C. Remove substrate ridges, fins, and other irregularities by grinding.
- D. All concrete surfaces to be coated shall be cleaned using solvents, detergents, or other suitable methods to remove grease, oils, dirt, or other foreign matter. Follow with abrasive blasting to remove weak concrete and surface laitance and to provide a "tooth" for bonding. Finished surface shall have a texture of course grit (No. 80) sandpaper.
- E. At masonry and concrete surfaces, after surface prep and application of primer, fill bug holes and surface imperfections with a scratch coat epoxy or vinyl ester mortar.

#### 3.3. INSPECTION REPORTS

- A. Prior to application of primer and again after application of scratch coat mortar, the product manufacturer's representative shall inspect surfaces and submit a brief report with required corrections and/or approval.

#### 3.4.

##### INSTALLATION

- A. Follow manufacturer's instructions for surface preparation, application of coatings, curing, and non-slip aggregates.
- B. Unless otherwise stated by the product manufacturer, surfaces shall be dry prior to application of primer or coatings.
- C. Mix and spray apply each coat of resinous lining system in compliance with manufacturer's directions to produce a uniform, monolithic surface of specified thickness.
- D. At base of all walls, inside sumps, and at gutters, install fiberglass reinforcement. Press material into a wet resin base. After fiberglass is smoothed and fully embedded, saturate with

additional resin.

- E. Provide 1-inch radius at all horizontal to vertical transitions.
- F. Apply multi-coats as required to achieve a minimum final thickness.
- G. Finish to smooth or non-slip level surface without open areas, cracks or voids.
- H. Coating to extend over floor, pump pads, tank pad, and on vertical surface of containment wall.

3.5. PROTECTION OF FINISHED WORK

- A. Barricade area to protect coating until cured.

3.6. CHEMICALS

- A. The following is a list of chemicals that may spill and subject the CRF to continuous immersion for an indefinite time period:

| STRUCTURE   | CHEMICAL       | % OF CONCENTRATION |
|---|----------------|--------------------|
| Ferric Sulfate Tank #2 Containment Area, Ferric Sulfate tank #1 and #3 Containment Area | Ferric Sulfate | N/A                |
| Sulfuric Acid Containment Area  | Sulfuric Acid  | 93                 |

3.7. APPLICATION SCHEDULE

- A. Chemical Containment Areas
  - 1. Ferric Sulfate
    - a. Ferric Sulfate Tank #2 Containment Area: floor, equipment pads, and inside face of walls to the top of the containment wall.
    - b. Ferric Sulfate Tank #1 and #3 Containment Area: floor, equipment pads, and inside face of walls to the top of the containment wall.
  - 2. Sulfuric Acid
    - a. Sulfuric Acid Containment Area: floor, equipment pads, and inside face of walls to the top of the containment wall.

END OF SECTION

## SECTION 27 - DEMOLITION

### W-27.01 General

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

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

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

### W-27.02 Requirements Prior to Demolition

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

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

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

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

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

### W-27.03 Requirements During Demolition

The use of explosives will not be permitted.

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

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

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

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

Adequate lighting shall be provided at all times during demolition.

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

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

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

#### W-27.04 Disposal of Materials

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

\* \* \*

## SECTION 30 - MISCELLANEOUS PIPE AND FITTINGS

### W-30.01 General

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

### W-30.02 Polyvinyl Chloride Pipe

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

### W-30.03 Copper Pipe

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

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

### W-30.04 Steel Pipe

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

Fittings for steel pipe shall be galvanized and shall be made to standard dimensions or as shown. Fittings used in pipelines 2 inches in diameter or smaller shall be of the screwed pattern and shall be of malleable iron meeting the requirements of ASTM Des: A 197. The fittings shall conform to ANSI B 16.3. Where galvanized fittings are shown or specified, galvanizing shall meet the requirements of ASTM Des: A 120. Steel flange fittings shall meet the requirements of ANSI B 16.5 for 150-pound standard, except that the flanges shall be plain faced.

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

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

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

Zinc for galvanizing, zinc coating, and plating shall meet the requirements of ASTM Des: B 6 and shall be at least equal to the grade designated as "Prime Western."

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

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

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

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

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

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

#### W-30.05 Plastic Tubing

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

#### W-30.06 Workmanship

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

\* \* \*

SECTION 31 - HANGERS AND SUPPORTS

W-31.01 General

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

W-31.02 Materials

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

W-31.03 Design

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

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

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

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

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

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

|                  |              |
|------------------|--------------|
| Light . . . . .  | 750 pounds   |
| Medium . . . . . | 1,500 pounds |
| Heavy . . . . .  | 3,000 pounds |

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

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

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

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

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

#### W-31.04 Anchors

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

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

#### W-31.05 Inserts

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

#### W-31.06 Painting

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

\* \* \*

## SECTION 32 - VALVES

### W-32.01 General

This section includes plug valves, check valves and combination air vacuum and air release valves. Plug valves for buried application shall be provided with mechanical joints. Plug valves, check valves and air vacuum valves shall be provided with flanged connections. Air release valves shall be provided with threaded connections.

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

The Contractor shall prepare and submit for approval complete detail drawings of all valves which shall include submittals for interior and exterior coatings.

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

### W-32.02 Flanges

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

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

### W-32.03 Check Valves

Check valves, unless otherwise specified, shall be APCO Series 100, Val-matic Series 500, or equal of the rubber flapper, horizontal, swing type designed to allow full diameter passage and to operate with a minimum loss of pressure.

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

### W-32.04 Eccentric Plug Valves

Plug valves shall be of the eccentric valve design for not less than 100 psig water, oil, or gas operating pressure; stainless steel bearings that do not require lubrication, bolted bonnet, resilient faced eccentric plug which moves into raised eccentric seat from open to closed position and provides dead-tight shutoff; cast iron body conforming to ASTM A 126 Class B with welded-in nickel seats, straight through flow with port area a minimum of 80% of pipe area and accessibility to multiple packing rings without disassembly of the valve, wrench operated to 8-inch, gear operated 10-inch and larger, chains and chain wheels 7 feet or more above a floor. Valves shall be Val-matic Series 5800, or equal.

W-32.05 Ball Valves for Air Release Valve Steel Piping

Manually operated ball valves for steel piping shall meet the following:

|                   |   |
|-------------------|---|
| Rating            | 500 psi [3.4 MPa] nonshock cold WOG                               |
| Code              | MSS SP-110  |
| Type              | In-line, two piece, end entry, full port                          |
| Body/Bonnet       | ASTM B584-C84400 bronze   |
| Trim              |   |
| Seat              | Reinforced Teflon   |
| Ball              | Brass, or chrome plated brass                                     |
| Stem              | Brass or bronze   |
| Thrust Washer     | Reinforced Teflon   |
| Stem Seal         | Teflon or Viton   |
| End Connection    | Threaded End  |
| Temp. Limitations | -20 to 400°F [-29 to 204°C]                                       |
| Valve Operator    | Lever   |
| Manufacturers     | Conbraco Industries "Apollo 77-100 Series";<br>Powell "Fig 4210T" |

W-32.06 Combination Air Vacuum and Air Release Valves

Provide combination surge check, air vacuum and air release valve as shown on the Plans. Provide valves fabricated and assembled in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer. Furnish valves with all necessary parts and accessories indicated on the drawings, specified, or otherwise required for a complete, properly operating installation and which are the latest standard products of a manufacturer regularly engaged in the production of valves.

Except as modified or supplemented herein, all valves furnished under this section shall conform to the applicable requirements of AWWA C512.

Provide complete assembly drawings, together with detailed specifications and data covering materials used and accessories forming a part of the valves furnished.

Provide an air valve assembly that consists of a globe style surge check valve mounted to the inlet of an air vacuum valve. The surge check valve shall minimize water hammer. The air vacuum valve shall allow entry of large quantities of air under vacuum conditions and shall exhaust large quantities of air. A separate air release valve shall be piped from the body of the air vacuum valve to exhaust small quantities of air that may accumulate during operation. The maximum pressure at which the valves shall operate is approximately 40 feet. In addition, on pump shut-off, the air valve assembly will drain until pumps are restarted. Provide appropriate elastomers and design to accommodate the relatively low pressure and suitable for prolonged air exposure.

Provide an anti-slam surge check valve on the inlet to the air/vacuum valve that will allow free air flow in and out of the valve, close upon water entry and control the water entry velocity to reduce valve pressure surges. Provide a flanged, globe-pattern and spring-operated unit with a center-guided stainless steel disk and seat assembly. Provide for replacement of the resilient seat

without removing the valve cover. Provide threaded holes in the disk to provide adjustment to the water flow rate through the valve. Provide a stainless steel spring assembly to hold the disc open during high flow conditions and allow the disc to close upon water entry. Construct the anti-slam check valve body of the same materials as the air/vacuum valve.

The air and vacuum valve shall consist of an externally mounted air release valve with a dome cover over the vacuum breaker and ¼-inch stainless steel insect screen. The valves shall be Apco/Valve and Primer "Custom Combination Air Valves", GA Industries "Figure 950 Kinetic Custom Combination Air Valves", Multiplex "Crispin Dual Air Valves", or Val-Matic "Dual Body Combination Air Valves".

The externally-mounted one-inch air release valves shall be APCO/Valve and Primer "No. 200", GA Industries "Figure 920m", Multiplex "Crispin Type PL", or Val-Matic "No. 38".

Materials of construction shall comply with the governing standard. The use of stressed thermoplastic components will not be acceptable.

|                          |   |
|--------------------------|---|
| Valve Trim               | Bronze or austenitic stainless steel.                             |
| Float                    | Austenitic stainless steel.                                       |
| Shop Coatings            |   |
| Epoxy                    | Carboline "Carboguard 891" or Tnemec "Series N140 Pota-Pox Plus." |
| Rust-Preventive Compound | As recommended by manufacturer.                                   |

Shop coat all interior and exterior ferrous metal surfaces, except stainless steel components, with a coating that is NSF 61 certified. The valve manufacturer's standard coating will be acceptable, provided it is functionally equivalent to the specified coating and is compatible with the specified field coating. Field paint in accordance with the painting specification.

Surfaces shall be painted as indicated:

|                               |                           |
|-------------------------------|---------------------------|
| Interior Surfaces             | NSF-61 rated epoxy.       |
| Exterior Surfaces             | Universal primer.         |
| Polished or Machined Surfaces | Rust-preventive compound. |

Interior epoxy coatings shall comply with AWWA C550 and shall be free of holidays. The total dry film thickness of shop-applied coatings shall be not less than:

| Type of Coating  | Minimum Dry Film Thickness |
|------------------|----------------------------|
| Epoxy            | 10 mils                    |
| Universal Primer | 3 mils                     |

The piping that connects the force main to the air release/air vacuum valve assemblies shall be ductile iron pipe equipped with a flanged plug valve, per the detail shown on the Plans. The air release valve is separate from the air/vacuum valve and shall be Schedule 40 galvanized steel pipe and fittings, painted exterior coating, and provided with a bronze ball shutoff valve between the air and vacuum valve and the air release valve.

W-32.07 Testing

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

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

W-32.08 Painting and Coating

The exterior of buried plug valves shall receive the following coating system:

- a) Shop Coat - One, 1.5 mils, MDFT, Sikagard #62 (thinned 10-15%), or equal.
- b) Field Coat - Two coats, 10 mils MDFT each, Sikagard #62, No. 300M, or equal.

The exteriors of plug and check valves and the interior iron or steel interior surfaces of plug and check valves shall be factory coated in accordance with Section 09901, Painting Process Mechanical and Electrical Work.

\* \* \*

## SECTION 35 - MAGNETIC FLOW METER

W-35.01 GENERAL

The magnetic flow meter system, including the flow element (sensor) and remote signal converter (transmitter), shall be of the WaterMaster series of products manufactured by ABB Ltd. A letter of standardization for the meter manufacturer has been included in the Contract documents and no other manufacturer will be considered.

W-35.02 INSTRUMENT

Magnetic flow meter system shall be of the microprocessor-based, high impedance electromagnetic induction type and produce a DC pulsed signal directly proportional to and linear with the liquid flow rate. Complete zero stability shall be an inherent characteristic of the flow meter system. The magnetic flow meter system shall include a metering tube, signal cable (30 feet), and signal converter/transmitter. The metering tube shall be constructed of 304 stainless steel with flanged connections, have at least two diametrically opposed self-cleaning electrodes compatible with the process fluid (sewage sludge), have a nonconductive liner material rated for the process fluid and be suitable for the intended purpose in all other respects. The meter housing shall be rated for IP68/NEMA 6P, continuous submergence, and have an exterior coating consisting of a corrosion resistant finish. The manufacturer shall supply and connect the signal cable to the flow sensor at the factory using best practices to ensure a waterproof assembly. The manufacturer shall prepare the other end of the cable so that it is ready to be terminated at the remote signal converter/transmitter in the field. The metering tube shall be provided with matching 304 stainless steel grounding rings. The flow meter shall have an operable measurement range of 1000:1, and shall have bi-directional measurement capability with forward, reverse and net totalization.

The signal converter/transmitter shall use a DC pulsed technique to drive bi-polar flux-producing coils and convert the DC pulse signal from the tube to a 4-20 MA DC signal. The signal converter/transmitter shall be microprocessor based, and have a LCD back-lit display with forward/reverse/net flow register, flow rate indication register, and alarm monitoring icon housed in an IP65/NEMA 4X enclosure. The transmitter shall provide empty pipe detection, have an integral self-test feature to verify proper operation of the electronics, provide high and low alarms, and an automatic zero adjustment.

The magnetic flow metering system shall be hydraulically calibrated by direct volumetric and weight standards at a facility which is traceable to National Institute of Standards Technology or NAMAS. A real-time computer generated Calibration Test Report shall be provided containing the actual flow as measured by the standard, the flow as indicated by the magnetic flow meter system, and the percent of difference. The calibration facility shall be certified to 0.2% accuracy.

The magnetic flow metering system shall conform to the following technical specifications:

|                |   |
|----------------|---|
| Flow Tube:     | IP68/NEMA 6X Designed for continuous submergence                          |
| Transmitter:   | IP65/NEMA 4X Remote signal converter                                      |
| Accuracy:      | 0.20% of reading or +/- 0.003 ft/sec up to a maximum velocity of 49ft/sec |
| Repeatability: | 0.05% or +/- 0.008ft/sec.   |
| Rangeability:  | 1000:1  |
| Temperature:   | Up to 80°C.   |

Power: 90 to 260VAC. Power consumption <20VA with transmitter  
Output: 4 to 20 MADC into 800ohms. Isolated and fully programmable  
Two pulse/frequency outputs

### W-35.03 FLOW METERING TUBE

The magnetic flow elements shall operate by means of pulsed DC electromagnetic, volumetric flow rate measurement. The flow meter shall be insensitive to changes in the viscosity and density of the fluid that is being measured. The flow meter shall be inherently designed for continuous zero stability. The output signal shall be highly accurate and directly proportional to the fluid flow rate. The flow meter shall be designed and manufactured to international quality procedures (ISO 9001).

The flow meter tube shall be constructed of type 304 stainless steel. The magnetic field generating coils shall be located within the metering tube. The coils shall be potted with an epoxy-base compound. An insulating interior liner of elastomer shall be inserted and turned out against the flange faces. The metering tube shall be capable of withstanding a test pressure of at least 75 PSI. The flow meter shall have 150 pound ANSI or AWWA Class D flanges and built in grounding electrodes. The flow meter shall be rated for continuous submergence to a depth of 30 feet in accordance with the requirements of IP68. The metering tube shall have an internal neoprene liner that is certified for use with raw sewage. The flow meter electrodes shall be of the protruding self-cleaning design made of type 316 stainless steel. Removable electrodes or ultrasonic cleaners are not acceptable. The input impedance of the electrodes shall be greater than ten million (10,000,000) mega ohms to achieve a meter accuracy that is completely unaffected by coatings. The laying length shall be the current standard for magnetic flow meters. 316 stainless steel grounding rings shall be included with the flow metering system. The grounding rings shall insert between both flanges and shall not interfere with the internal flow profile. All gaskets for proper metering tube installation shall be included. The gaskets shall be made of a material suitable for raw sewage service and shall not be affected by any petroleum products or byproducts.

The flow meter shall be hydraulically calibrated in a laboratory that is internationally accredited by an agency such as NIST or NAMAS. The method of the initial calibration shall utilize volume and weight testing. All components of the device being provided as a result of these specifications shall be tested as a complete system. The results of this testing shall be certified by the agency and documentation of the test shall be provided with the equipment.

The flow meter accuracy shall be guaranteed with no more than five straight unobstructed pipe diameters upstream and three pipe diameter downstream of the flow meter. The accuracy of the flow meter as a system shall be three tenths (0.3) percent of the flow rate regardless of flow direction. The repeatability of the flow meter shall be a minimum of five one-hundredths (0.05) percent of the flow rate.

### W-35.04 FLOW TRANSMITTER

The signal converter for the flow meter shall be housed in an IP65/NEMA 4X enclosure. This enclosure shall be suitable for pipe stand or wall mounting.

The signal converter shall be provided with a universal switching power supply. The range of this power supply shall be from 95 to 240 volts AC at 40 to 440 hertz. This power supply shall provide the necessary output to the signal converter and the flow meter's magnetic coils. The power

supply shall have an inherent system to protect the electronics from lightning and/or power surges.

The signal converter electronics shall be microprocessor based. The converter shall provide an output of 4 to 20 milliamps at impedances of zero to 800 ohms. This output signal shall be directly proportional to the rate of flow through the meter. The signal converter shall have a second output for remote totalization. This output shall be a pulsed open collector capable of 800 HZ, at less than 35 VDC and 250 milliamps. The pulse width shall be software adjustable to match the input requirements of the totalizer. The range of the pulse width shall be from thirty-two one-thousandths (0.032) to two thousand (2000) milliseconds with a weighing factor range from one one-thousandths (0.001) to one thousand (1000).

The input impedance shall be greater than 10,000,000 megohms. The input span shall be continuously adjustable by means of a keypad with a velocity range from five tenths (0.5) to thirty (30) feet per second. The system supplied shall not require circuit or component changes to achieve calibration changes. The signal converter shall be designed for use with the flow meter. The system shall not require recalibration when signal converters are changed.

The signal converter shall have a local display. This display shall be calibrated in engineering units and provide instantaneous flow rates and totals. This display shall be a liquid crystal backlit screen with easily readable representations of the configuration and flow rate. The display shall offer the flow rate in either a percentage or in direct engineering units. This option shall be selectable at the local display. The display shall also provide a real time total flow indication. All configuration information, system adjustment entries and error messages shall be represented in clear, easy to understand terms. The internal program shall detect and reject incorrect entry values. The rejection of these incorrect entries shall be displayed as error messages on the screen. Failure of the signal converter shall be displayed as an error message. A failure of the converter shall trigger a contact that provides an output for a remote failure alarm. The display shall not require a book, manual or other documentation to translate diagnostic coded error messages.

The signal converter shall have integral zero return capability. This function shall be fixed at four milliamps. The zero return function shall be activated by an external contact being closed.

The range setting of the signal converter shall be adjustable through its entire range from zero to one hundred (100) percent of the flow meter's capacity. This range and other adjustable settings shall be represented on the local display screen.

The signal converters software shall include an integral self diagnostic program. This program shall continuously monitor operational modes and alarms, as well as, electrode reference voltage for indications of flow meter coil failures. Failure of the flow meter as detected by this software shall trigger the zero return function and the remote alarm contact. The software shall also include an algorithm for the reduction of noise that is generated by any other process equipment.

The signal converter shall have an operating temperature range from 30 to 150 degrees Fahrenheit. A one degree Fahrenheit change in the ambient temperature shall result in a change in the output reading of the flow meter that is less than one one-hundredths (0.01) percent of the flow reading. A 10% change in the supply voltage shall result in less than a two tenths (0.2) percent change in the output reading of the flow meter.

END OF SECTION

## SECTION 76 - CONDUIT, WIRE, AND GROUNDING

W-76.01 General

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

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

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

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

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

W-76.02 Underground Ducts

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

Ducts installed under streets, roads, alleys, driveways, and parking lots shall be rigid aluminum conduit covered with no less than 40 mils of PVC, as manufactured by Robroy, Ocal or equal. The PVC material shall conform to the applicable ASTM standards. The conduit shall be buried a minimum of 24 inches below grade.

Each duct shall be carefully cleaned before and after installation. All inside surfaces shall be free from imperfections likely to injure the cable. After installation of complete duct runs in sizes 2 inches and larger, ducts shall be snaked with an approved tube cleaner equipped with an approved cylindrical mandrel of a diameter not less than 85 percent of the nominal diameter of the duct. Ducts through which the mandrel will not pass shall not be incorporated in the work. After snaking, the ends of dead-ended ducts shall be protected with standard conduit caps to prevent the entrance of water or other foreign matter.

Where ducts enter buildings or at stub-ups to equipment, transitions to aluminum conduits shall be made as noted and detailed. Where it is not otherwise shown, all ducts entering buildings

and structures shall have transitions to aluminum conduit at least 5 feet from the outermost edge of the pile cap or footing supporting the outermost vertical wall of the building or structure.

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

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

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

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

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

#### W-76.04 Metallic Conduit and Boxes

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

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

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

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

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

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

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

#### W-76.05 Conduit Installation

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

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

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

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

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

All conduit shall be reamed to remove burrs before installation. Aluminum conduit shall be cut with a saw to prevent reduction in internal area. To seal out air and moisture, lower electrical resistances, and prevent seizing and galling; aluminum conduit threads shall be given a coat of Aluma-Shield surface compound, as manufactured by Thomas & Betts, prior to assembly.

All connections and joints in all conduit runs shall be watertight and ensure a low resistance ground path in the conduit system. All conduit runs shall be swabbed to remove foreign matter before wires are pulled in. Conduit terminations in boxes, panels, switchboards, motor control centers, and other sheet metal enclosures shall be bonded together for grounding and be fitted with insulating bushings, O.Z./Gedney Type A, Thomas and Betts, or equal. Where grounding bushings are required by code or shown, O.Z./Gedney Type SBLG, Thomas and Betts, or equal shall be furnished.

Conduit shall be neatly grouped where several lines follow a parallel course, and shall be well supported, using stainless steel clips or hangers of the ring or trapeze type. Clips, hangers, and support rods shall be held by self-drilling anchors, power-driven fasteners, or stainless steel channel

insets in the concrete ceilings or walls. Perforated strap hangers will not be accepted.

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

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

#### W-76.06 Conduit Connections to Equipment

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

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

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

#### W-76.07 Expansion Fittings

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

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

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

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

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

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

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

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

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

#### W-76.09 Hazardous Areas

All conduit and equipment installed in or routed through hazardous areas, as well as other electrical appurtenances installed therein, shall be installed to conform in every respect to Chapter 5 of the NEC for Class I, Division 1, Group D hazardous locations. All material installed in hazardous areas shall be listed as complying with the requirements of the U.L. Inc. for use in Class I, Group D atmospheres. Terminal Boxes and Enclosures mounted in Hazardous Areas shall be NEMA 7, cast aluminum.

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

#### W-76.10 Grounding System

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

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

1. Motor control center controllers, ground bus, and enclosures.
2. All motor frames.
3. All conduit systems.
4. All mechanical equipment and structures.
5. Distribution and lighting panelboards.
6. Terminal, control, relay, and instrumentation panels. Use a 12 AWG bonding jumper between doors and internal grounding lug.
7. Lighting fixtures and receptacles.
8. Fans, blowers, pumps, and similar equipment.
9. Hoist beams, cranes, and similar items.

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

connector with silicon bronze bolts and nuts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All ground conductors and power, control, and lighting conductors shall be soft-drawn or annealed stranded copper wire meeting the requirements of ASTM B 3 or B 33. For lighting fixture

and convenience outlet wiring only, conductors No. 10 AWG and smaller may be solid conductor. Conductors shall be sized to limit the maximum conductor temperature to less than 75°C, except where specifically stated otherwise. Table 310.16 of the NEC shall be the guide in determining 600-volt conductor sizes. The minimum size of conductor for power and lighting wiring shall be No. 12 AWG.

Insulation for DLO cables shall be UL listed as type RHH-RHW-2 per UL 44. A paper or polyester tape shall separate the conductor from the EPDM rubber insulation to aid in stripping. A black, heavy duty CPE sunlight resistant jacket shall be extruded over the insulation.

Type W cables shall be UL listed as type RHH-RHW-2 per UL 1650. Conductors shall be manufactured in accordance with ASTM and B-172.

Type SO cables shall be UL 62 listed

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

Low voltage circuits shall be wired with 600-volt insulated conductors, sized as shown, or as required by the actual load to be served, whichever is larger.

**Single Conductor:** Insulation for single 600-volt copper conductors shall be cross-linked polyethylene compound, U.L. Inc. listed, NEC Type XHHW-2, with surface print cable identification; as manufactured by Okonite, American, Southwire or equal.

**Multiconductor Cables:** Individual conductors shall be insulated with 15 mils of polyethylene or PVC and 4-mil nylon jacket. The bundle of conductors shall be wrapped with tape binder and an outer jacket of not less than 45 mils of PVC. Use ICEA Method 1 for color coding wires.

#### W-76.14 Instrumentation / Data Cables - Insulation

**4-20 mA Analog:** Shielded two-conductor No. 16 AWG cables for instrumentation shall be properly stranded 600-volt insulated copper wire twisted cables as shown. Conductor insulation shall be polyethylene. Shields shall be overlapped metalized tape providing 100% coverage with tinned copper drain wire. Cable outer jacketing shall be of polyvinyl chloride. Cables shall be Belden #8719, or equal.

**Three Conductor:** Stranded No. 16 wire, 600 volt polyethylene insulation, twisted conductors, tinned copper drain wire, overlapped metalized tape overall shield providing 100 percent shield coverage and outer jacket of PVC. Belden Cat. No. 8618.

**Category 5:** Provide cable having third party verification to TIA/EIA 568-A Category 5 requirements and constructed of four pair of stranded No. 24 AWG solid copper wire, polyethylene or polypropylene insulation, stranded No. 24 AWG tinned copper drain wire, overlapped metalized tape overall shield providing 100 percent shield coverage and outer jacket of gray PVC. Belden Cat. No. 1624R.

**Twinaxial (Data Highway):** Provide stranded No. 20 AWG tinned copper wire (9.5 ohms/mile), 78 ohm nominal impedance, 300 volt polyethylene insulation, tinned copper drain wire, overlapped metalized tape overall shield providing 100 percent shield coverage and 55 percent

tinned copper braid shield (4.1 ohms/mile) and outer jacket of blue PVC. Belden Cat. No. 9463.

**1-1/2 Pair (RS-485):** Provide three stranded No. 22 AWG tinned copper wires with 300 volt FHDPE insulation, a tinned copper drain wire, overlapped metalized tape overall shield providing 100 percent shield coverage, 90 percent tinned copper braid shield and a PVC outer jacket. Insulated wires shall be configured as one twisted pair and one reference conductor— 120 Ohms characteristic impedance. Belden Cat. No. 3106A.

#### W-76.15 600-Volt Wire and Cable - Installation

The 600-volt wires and cables pulled into ducts and conduit shall be installed without the use of lubricants, except where such use is necessary and approved by the cable manufacturers and the Engineer. Wires and cables shall be carefully handled to avoid twists and kinks in the conductors or damage to the insulation. All trapped conduit and duct lines shall be swabbed to remove any accumulated moisture or debris before wires or cables are pulled in.

Cable reels shall be stored on concrete or other hard surface, or shall be lagged with 2 x 4 wood laggings providing 100% coverage.

No splicing will be permitted, except in junction boxes.

Lug bolting at terminals, devices, or bus bars shall be made up with a flat washer, a Belleville washer, and a locknut.

Lines of nylon or polypropylene, propelled by carbon dioxide or compressed air, shall be used to snake or pull wire and cable into conduits. Flat steel tapes or steel cables shall not be used.

#### W-76.16 600-Volt Wire and Cable - Splices and Terminations

Splices between copper conductors, size no. 10 AWG and smaller, shall be made up with compression type butt connections. Splices between copper conductors, size no. 8 AWG and larger, shall be made up with U.L. Inc. listed compression type tube connectors. Lug bolting at devices or bus bars shall be made up with a flat washer, a Belleville washer, and a locknut.

Splices and pigtail connections for lighting and receptacle wiring inside the buildings, no. 10 AWG and smaller, shall be made with a pre-insulated spring connectors, or equal.

Splices and lug terminations in 600-volt insulated cables shall be carefully taped and covered, using materials recommended by the cable manufacturer, to provide watertight insulation equal to that of the conductors.

Splices shall not be made within manholes unless specifically approved by the Engineer.

#### W-76.17 600-Volt Wire and Cable - Tests

The 600-volt insulated cables shall be factory tested prior to shipment in accordance with IPCEA standards for the insulation specified.

The following 600-volt wires and cable shall be tested after installation but before final connections are made up:

1. All feeders from motor control centers to motors 30 horsepower and larger.
2. All feeders from variable speed drive units.
3. All feeders from motor control centers to lighting panels and dry-type transformers.

For the above listed cables, a test voltage of 1,500 volts AC shall be applied for a period of 1 minute between all conductors in the same conduit, and between each conductor and ground.

All tests shall be made at the Contractor’s expense, and certification of the tests shall be submitted to the Engineer. If any failures occur during the tests, the Contractor shall replace the cable.

W-76.18 Identification of Circuits

All wires and cables shall be banded with an identifying number and color code at each end termination and at each splice point in junction boxes. The identifying number of each wire shall be determined at the point of circuit origin, and shall continue unchanged to the point of circuit termination. In each conduit system, the wire identifying numbers shall include the conduit designation with a numeral suffix. The numeral suffix shall start with No. 1 and continue as required.

Where conduits enter motor control centers, switchgear terminal cabinets, and the like, the identification tag shall be fastened to the wire bundle near the conduit termination. The tag shall be held by an adjustable, self-locking nylon “Ty-Rap” as manufactured by Thomas and Betts Co., or equal. The identifying tag shall be of aluminum, brass, rigid fiber, and shall be engraved, stamped, or painted with the scheduled conduit number.

The wire identifying numbers and color code shall be applied as PVC slip-on sleeves, properly fitted to the wire diameter. The sleeves shall be as manufactured by Brady Co., Thomas and Betts Co., or equal. Wires shall be color coded in conformance with the requirements of applicable codes.

**Color Coding:**

| <b>240/120 VOLTS</b> | <b>PHASE</b> | <b>480Y/277 VOLTS</b> |
|----------------------|--------------|-----------------------|
| Black                | A            | Brown                 |
| Orange (High-Leg)    | B            | Orange                |
| Blue                 | C            | Yellow                |
| White                | Neutral      | Gray or White         |
| Green                | Ground       | Green                 |

W-76.19 Wire and Cable Connections to Equipment

Electrical connections shall be made to all equipment in strict accordance with the manufacturer’s approved wiring diagrams, the Plans, or as approved by the Engineer. The

Contractor shall be responsible for the accuracy of his work, and shall repair any damage and replace any damaged equipment resulting from erroneous connections.

W-76.20 Painting

Conduits that are reused and are presently coated shall be touched-up, after modification, to original finish per specification section W-36. "Painting."

Where aluminum surfaces such as boxes, conduit, or structural supports come in contact with incompatible metals, lime, mortar, concrete, or other masonry materials, the contact areas shall be given one field coat of Koppers Metal Passivator No. 40 and one coat of Koppers Bitumastic Super Service Black or two coats of asphalt varnish conforming to Fed. Spec. TT-V-51.

END OF SECTION

## SECTION 84 - VALVE AND GATE OPERATORS

### W-84.01 General

All valves and sluice and slide gates shall be manually operated unless otherwise shown or specified. Operators include manual operators with levers, tee wrenches, handwheels, chain wheels and chains, cranks and floor stands; electric motor operators with manually operated handwheels; pneumatic cylinder operators and sluice and slide gate electric motor operators designed for continuous duty service to provide modulating or throttling control.

Valve and sluice and slide gate operators shall be provided complete with all appurtenances necessary for the equipment to perform its intended function. Such appurtenances include, but are not limited to, anchor bolts and other mounting hardware, limit switches, pressure switches, gauges, control switches and control valves, electrical supply connections, air supply piping, control valves and regulating controls, solenoid valves, extension stems, local and remote indicators, torque switches, operating nuts, purge water service with all associated piping valves and controls, push-button controls, indicating lights, floor boxes, direct burial valve boxes, and other such items.

All electrical equipment and appurtenances associated with valve and gate operators installed in hazardous areas shall meet the requirements for Class I, Division I, Group D hazardous areas and shall be approved by the U.L., Inc. for use in such areas.

All valves and sluice gates shall be manually operated, unless otherwise shown, specified, or directed.

All direct burial valves shall be provided with adjustable type cast-iron valve boxes and extension stems to grade. All direct burial valves and valves in manholes shall have operating nuts and extended operating shafts to grade or as shown. Two tee wrenches shall be provided for each size and type of operating nut.

Manual operators for valves 3 inches and larger shall be handwheels, unless otherwise shown or specified.

Plug valves 8 inches and smaller shall be wrench operated with operating nuts. One wrench of suitable length shall be furnished for each three of such size operating nuts. Plug valves with operating nuts that are extended shaft type and operated from floor boxes shall be provided with two tee wrenches for each size and type of operating nut. Plug valves 10 inches and larger shall be gear operated with handwheels.

Any plug or butterfly valve located 7 feet or more above the operating floor shall have chains and chain wheel or chain lever operators to permit operation from the operating floor. The Contractor shall provide suitable hooks fastened to walls or other parts of the structure on which the chains may be hung when not in use.

Butterfly valve operations shall meet the requirements of AWWA C504, except as otherwise shown or specified. Manual butterfly valve operators shall be of the worm gear or traveling nut type and all gearing shall be totally enclosed. Butterfly valves 8 inches and smaller on process air lines may be lever operated.

Worm gear type operators shall include a worm gear and matching drive worm. Bearings

shall be provided for each rotating member.

Traveling nut type operators shall include a threaded steel screw and a bronze nut. A slotted lever or link lever system shall be provided to transfer the applied torque to the disc shaft. All rotating shafts, screws, and links shall have separate bearings. Thrust bearings shall be provided.

#### W-84.02 Manual Valve Operators

Manual valve operators shall be of the lever type, handwheel, chain lever, chain wheel with worm gear or wrench type and shall be designed so that a pull of not more than 40 pounds on the manual operator will produce an output torque equivalent to the maximum valve shaft torque required to operate the valve under maximum line pressures and velocities. Lever and wrench handles and gear operators shall be of the locking type to prevent the valve disc from creeping or fluttering when in any intermediate position between open and closed. Gear operators shall be permanently lubricated, totally enclosed, with adjustable stops for the open and closed positions to prevent overtravel in either direction and shall have a valve disc position indicator.

Manual valve operators shall be provided for direct burial butterfly valves.

#### W-84.03 Floor Stands

Floor stands for 12-inch and smaller valves and sluice gates and 24-inch and smaller slide gates shall be wheel operated without gears. Floor stands for 12-inch to 20-inch valves and gates shall be single crank, single speed operated. Floor stands for 24-inch and larger valves and gates shall be single crank, two speed operated.

Materials used in floor stands shall meet the requirements of the specifications for materials used in valves and sluice gates. Frames shall be of cast iron of heavy and substantial design with smooth exterior and neat appearance. Adequate provision shall be made for lubrication and all operating parts shall be protected.

Each floor stand shall be equipped with a nameplate stating the gate or valve controlled by the stand shall also be stamped with an arrow and the word "Open" to indicate the direction of rotation.

Floor stands for rising stem valves or gates shall be fitted with ball or roller bearings designed to take the thrust and equipped with a hood to protect the stem and an indicator to show the position of the valve or gate, as specified under the Workmanship and Materials section headed "Sluice Gates." Floor stands for nonrising stem valves or gates shall be provided with an indicator to show the position of the valve or gate.

Operating nuts shall be of bronze meeting the requirements of ASTM B62, finished all over, suitably splined to connect with the handwheel or gear and with threads which will engage smoothly with those of the lifting shaft.

Crank-operated floor stands shall be operated by a crank that will open the valve or gate when the crank is turned counterclockwise. The center of the crank shall be approximately 38 inches above the floor. Gears shall be bevel or worm, of hardened steel or manganese bronze, with machine cut teeth and shall be enclosed in a cast-iron body. The crank shall have a brass, sleeve-type handgrip rotating freely on the handle. The gear ratio shall be such that the stand will operate

the valve or sluice gate with a maximum force of 40 pounds on the crank at the single or low speed.

Handwheel-operated stands shall have handwheels that open the valve or sluice gate when the wheel is turned counterclockwise. The center of the handwheel shall be approximately 36 inches above the floor. The handwheel shall be of sufficient diameter so that the stand will operate the valve or sluice gate with a maximum pull on the handwheel of 40 pounds.

Floor stands shall be solidly and accurately set to center over the gate or valve and shall be bolted to the floor with through-bolts wherever possible.

Approximately 3/4 inch of Embeco cement grout or equal shall be placed beneath the floor stand to assure uniform support.

#### W-84.04 Bench Stands

Bench stands shall meet the requirements for floor stands, except that instead of a conventional pedestal for floor mounting, a special housing adapted to bench stand use shall be provided. Manually operated floor stands located more than 7 feet above the floor shall be provided with chains and chain wheels, meeting similar requirements specified herein and in the Workmanship and Materials section headed "Valves."

#### W-84.05 Electric Motor Operators

Valve and sluice gate motor operators shall be the close-coupled electric motor-driven screw type. Valve motor operators shall operate the valves from full closed to full open in 120 seconds when the valve is subjected to rated pressure and flow. Sluice gate motor operators shall be capable of operating the gates at a rate of 12 inches per minute in either direction when the gate is subjected to maximum head. Motor operators shall be totally enclosed NEMA 4 or NEMA 7 where explosion-proof construction is shown or specified. Operator enclosures shall be provided with 120-volt compartment heaters. The motor operator shall comprise a motor, power gearing, a handwheel operator, an integral controller, limit and torque switches and push buttons for open-stop-close operation. Valve operators shall have an external indicator to show the position of the valve. Gate operators shall include floor stands and yokes for self-contained gates. Additional limit switches, indicating lights, position transmitters and remote position indicators, remote operating controls and other accessories and controls shall be provided as shown, specified, or required.

Each operator shall be arranged for 480-volt, 3-phase, 60-hertz electrical supply. All controls shall be 120-volt, single-phase, 60-hertz and shall be provided with an integral 480/120-volt control transformer with fused secondary.

Motors shall be of the high starting torque, ball bearing, squirrel-cage type designed for intermittent operation on 480-volt, 3-phase, 60-hertz electrical current, except as otherwise shown, specified, or required. The stator windings shall have Class B or better insulation. Joints at the end rings shall be silver soldered, unless the bars of the squirrel-cage winding are cast integrally with the end rings. The operator shall have geared limit switches to stop the movement in each direction and adjustable torque switches to stop the opening or closing movements in case of an obstruction. At the end of two complete operating cycles with no intervening time delay, the motor winding or controller elements shall not exceed a temperature rise of 75 degrees C above an ambient or 40 degrees C when measured by thermometer, or 85 degrees C when measured by resistance.

The motor shall be capable of operating the gate or valve against the maximum differential line pressure when voltage at the terminals is within 15 percent of nominal voltage.

Drive units shall be arranged to permit the motor to attain full speed before the load is energized. Overload relays shall be provided in each phase of the motor. Full calculations for each size of motor operator indicating forces, full load and locked rotor current and horsepower shall be furnished to the Engineer for approval.

A handwheel or crank shall be provided for manual operation. The operator must be responsive to manual operation at all times, except when being electrically operated. The handwheel shall not rotate during electric operation. The motor shall not rotate during handwheel operation nor shall a fused motor prevent manual operation. When in manual operating position, the operator shall automatically return to electric operation when the motor is energized and remain in the motor position until manual operation is desired. The movement from motor to manual operation shall be accomplished by a positive declutching mechanism which will disengage the motor mechanically but not electrically. Failure of motor gearing shall not render hand operation impossible. Handwheels shall be removable and adaptor keys provided to permit operation by a portable operator. Electrical operation of the motor shall be as shown or specified.

The controller shall be a NEMA rated reversing controller, complete with mechanical interlocks and overload relays, and be an integral part of the operator. Contacts shall be provided for indicating lights as shown, specified, or required. One light on shall indicate that the gate is fully open; the other light on shall indicate that it is fully closed; and both lights on shall indicate that it is in an intermediate position. The internal wiring in the valve operator shall be arranged so that the opening and closing coils cannot be energized simultaneously at any time, regardless of external wiring connections.

Power gearing shall consist of generated gears of heat-treated steel and worm gearing. The worm shall be of hardened alloy steel with the threads ground and polished after heat treating. The worm gear shall be of chilled nickel bronze. Antifriction bearings shall be used throughout and the operator shall be grease or oil bath lubricated. Lubricants shall be suitable for ambient temperatures from 40 to 150 degrees F.

Limit switches and torque switches shall be the adjustable type with auxiliary contacts, operative in either direction of travel. Limit switches shall be "in step" with torque switches at all times whether in motor or manual operation. The operator shall have geared limit switches to stop movement in each direction and torque switches shall be provided for protection against mechanical overload and to stop movement in either direction if an obstruction is encountered. The number, function, and arrangement of limit switches shall be as shown, specified, or required.

When used for gates or valves specified for continuous duty service (but not modulating or throttling continuous duty service), motor operators and all required accessories shall be designed for such service. Such motor operators shall conform to all applicable requirements specified herein and, in addition, the operator shall be designed to move gates at a speed of 6 inches per minute in either direction. An easily replaceable stem nut shall be provided which can be installed in the top of the unit without removing the operator from the stand. The stem nut shall be of nylon suitable for continuous duty service without stem lubrication.

Motor operators shall be as manufactured by E-I-M Company; Limitorque Corp.; Rotork,

Inc.; or equal.

#### W-84.06 Electric Gate Motor Operators - Modulating Service

Sluice gate electric motor operators shall be designed for continuous duty modulating service where shown, specified, or required. The operator shall be arranged to move the gate at a speed of 6 inches per minute in either direction.

Motors shall be specifically designed and rated for continuous duty operation and arranged for 240-volt, single-phase, 60-hertz electrical power supply. Power gearing shall be of sufficient capacity to provide adequate service life for continuous duty modulating service.

Operators shall have an easily replaceable stem nut which can be installed in the top of the unit without removing the operator from its floor stand. The stem nut shall be of nylon suitable for modulating service without stem lubrication.

The control module shall be an electronic solid state type with proportional power variation to control the speed of the d-c motor. The control module shall be integrally mounted within the operator switch compartment and shall consist of an error detection circuit powered by a closely regulated d-c power supply and a thyristor section to power the motor. The control module shall be capable of accepting a 4-20 ma d-c signal. The error detection section of the module shall compare the in-out signal to the feedback signal and if a difference greater than one percent is detected, it shall cause the motor to move the gate to the appropriate position at a speed proportional to the amount of error. For very small signals, an integrating circuit shall automatically increase the trigger time to the thyristors to decrease the error. There shall be no bumping or hunting in the operation. A span adjustment shall be provided which shall be 100 percent of command signal span. There shall be no interaction between any adjustments on the control module such as span, dead band, gain, and zero.

A 2-position selector switch marked AUTO and MANUAL plus two push buttons marked OPEN and CLOSE shall be integrally mounted on the operator. A key locking arrangement shall be provided and arranged so that the operator cannot be shifted out of the AUTO position without insertion of a key device. The OPEN and CLOSE push buttons on the operator shall be inoperable when the unit is in the AUTO position. When in the AUTO position, the operator shall respond to a signal as shown, specified, and required. When in MANUAL position, the operator shall be operable by either push buttons or handwheel.

The operator shall be designed such that an increase in signal will open the gate and upon loss of signal the gate will remain in position.

Other accessories and controls such as remote operating push buttons, indicators, position transmitters, and like items shall be provided as shown, specified, or required.

Motor operators for continuous duty modulating service shall be the "Modutronic" model as manufactured by Limitorque Corporation, or equal.

#### W-84.07 Valve Limit Switches

Valves shall be provided with suitable mechanical cam gear type limit switches for remote operation, indication and other control as shown, specified, and required. Each limit switch shall be

compatible with its associated operation and suitable for the service intended. Limit switches shall be furnished with valves by the valve manufacturer.

Mechanical limit switches shall be 2-pole, 3-pole, or 4-pole gang-mounted in required multiples and with necessary mechanical linkage. Switch contact ratings shall be 120-volt a-c, 20 amperes at 75 to 100 percent power factor, and 124-volt d-c, 5 amperes minimum. Mechanical limit switches shall be Series SL2, 3, or 4HC for normal use, as manufactured by National Acme, Cleveland, Ohio, or equal. Explosion-proof type shall be Series SL2, 3, or 4XC, or equal. All enclosures shall be watertight and oiltight for normal service and of cast aluminum for explosion-proof type. Operating levers shall be National Acme Series D-1260, or equal. Switches shall be complete with all racks, gears, cam, linkages, mountings, and accessories as required.

#### W-84.08 Pneumatic Cylinder-Operated Pump Check Plug Valves

Each pneumatic cylinder-operated pump check plug valve shall include a 4-way, solenoid-operated pilot valve, a limit switch, a manual override system on the solenoid, a manual selector switch, a double-acting pneumatic cylinder, speed control valves, piping, pressure switch, and rapid closing system with 2-way solenoid valve. Accessories and connection to the plant air system shall be as shown, specified, and required.

The operation of the automatic pump check valves shall be as follows:

1. Pump motor starts. The control pressure switch, located between the pump and check valve, closes due to pumping pressure and energizes the 4-way solenoid pilot valve.
2. Air enters the cylinder actuator and the valve begins to open at a preset speed.
3. The valve continues to open as the pump output increases.
4. Valve and pump reach 100 percent capacity simultaneously.

#### Close Cycle

1. When a pump stop signal is initiated for any particular control sequence shown, the 4-way solenoid pilot valve is de-energized causing the check valve to begin the closing cycle at a preset speed.
2. Pump motor continues to run.
3. As the valve moves towards the closed position, the limit switch contacts open at a preset point, de-energizing the motor starter coil. The motor starter contacts open at a preset point, de-energizing the motor starter coil. The motor starter contacts open and the pump motor stops.
4. The valve continues to close as the pump slows down, the valve closing completely just as forward flow from the pump stops.
5. The system is ready for another open cycle.

#### Manual Functions

1. A manual override button shall be furnished on the 4-way solenoid pilot valve to allow manual, local operation of the check valve.
2. For manual operation, a manual-automatic selector valve shall be provided. In the manual position, the actuator piping is isolated from the supply pressure and the pressure between the opposing cylinder supply lines is relieved permitting manual operation of the valve by a wrench on the manual nut.

#### Rapid Closing Operation

1. A 2-way quick close solenoid pilot valve shall be provided on the cylinder operator which shall be continuously energized. Upon power failure to the pump motor, this valve shall be de-energized, causing the check valve to close immediately.

Each pneumatic cylinder shall have a fiberglass barrel with plastic coated cast-iron piston, and shall be guided throughout the length of its travel by teflon wearing rings, and shall have Buna-N seal rings. The piston rod shall be of nickel plated steel with O-ring rod packing. The cylinders shall be designed and built for valve operation at the pressure of the pipeline in which the valve is located when operated by a compressed air supply of 80 psig. The cylinders shall be fitted with a speed control valve consisting of a combination needle and check valve on each pipe connection to provide timing control in each direction of movement.

A control pressure switch shall be located on each pump discharge line between the pump and the pneumatic cylinder-operated pump check plug valve. The pressure switches shall be watertight, NEMA 4 and factory filled and sealed with an operating range from 5 to 100 psig and provided with a diaphragm seal with cleanout ring and purge water connection. Each pressure switch and MSAG diaphragm seal shall be stainless steel as manufactured by Mercoid Corporation, Chicago, IL, or equal.

Control pressure switches shall be field adjustable and shall be set so that the valve begins to open when the upstream pressure is approximately equal to the downstream pressure.

Pneumatic cylinder operators for plug check valves shall be those manufactured by De Zurik Corporation, Sartell, Minnesota, or equal.

#### W-84.09 Pneumatic Cylinder Valve Operators

Each pneumatic cylinder-operated valve arranged for manual open-close operation shall have an operator consisting of a 4-way solenoid-operated pilot valve with manual override, limit switches, speed control needle and check valves, piping, double-acting pneumatic cylinder, and required operating controls and accessories, all as required for a complete operation.

Pneumatic cylinders shall conform to those specified for pneumatic cylinder-operated pump check plug valves.

Operation of the valves shall be as shown, specified, and required.

#### W-84.10 Valve Boxes

Direct burial butterfly valves shall be provided with cast-iron soil pipe valve boxes and covers as shown. Other direct burial valves shall be provided with adjustable type cast-iron valve boxes with covers.

Valve boxes shall be of proper dimensions to fit over valve bonnets and extend to such elevation, at or slightly above finished ground surface, as shown or directed. Valve boxes shall be set vertical and concentric with valve stems. Any valve box which has moved from its original position so as to prevent application of the valve wrench shall be satisfactorily reset by the Contractor at his own expense.

W-84.11 Manufacturer's Supervision

The services of qualified representatives of manufacturers of gates and pneumatic cylinder-operated pump plug check valve systems shall be provided. The representatives shall inspect the installation of the equipment, make any necessary adjustments, place the equipment in initial trouble-free operation, and instruct operating personnel in its operation and maintenance.

W-84.12 Spare Parts

A spare nylon stem nut shall be furnished for each continuous duty service gate.

W-84.13 Painting

Exterior iron and steel surfaces of all gate and valve operators and appurtenances shall meet the requirements of the Workmanship and Materials section headed "Painting." Chain wheels and levers shall be coated by galvanizing or electroplating with zinc or cadmium. Chain shall be coated by electroplating with zinc or cadmium. Zinc electroplating shall meet the requirements of Fed. Spec. QQ-Z-325 Type II Class 2, and cadmium electroplating shall meet the requirements of Fed. Spec. QQ-P-416 Type II Class 2.

\* \* \*

SECTION 92 - SLUICE GATE AND OPERATOR

W-92.01 General

Sluice gates include the furnishing and installation of all sluice gates. They shall be designed for seating or unseating pressures as specified, measured to the center of the gate. All sluice gates shall be the product of one manufacturer.

W-92.02 Design

Sluice gates shall meet the requirements of AWWA C501, except as otherwise specified. The Contractor shall provide an affidavit of compliance with all applicable provisions of AWWA C501 and additions herein. Working drawings and materials specifications shall be provided in accordance with the General Provisions.

Sluice Gate w/ Operator Schedule (Furnish and Install):

| <u>Quantity</u> | <u>Size</u> | <u>Design Seating Head</u> | <u>Design Unseating Head</u> | <u>Operating Head</u> | <u>Type Operation</u>               |
|-----------------|-------------|----------------------------|------------------------------|-----------------------|-------------------------------------|
| (4)             | 18"x84"     | 9'                         | 9'                           | 9'                    | down closing/<br>electric actuation |
| (1)             | 96"         | 19'                        | 19'                          | 19'                   | down closing/<br>electric actuation |
| (1)             | 90"         | 19'                        | 19'                          | 19'                   | down closing/<br>electric actuation |
| (1)             | 66"         | 19'                        | 19'                          | 19'                   | down closing/<br>electric actuation |

W-92.03 Frames

The frame will be of cast iron, one-piece construction. Frames shall be of the standard flange type with the rear face machined and drilled to attach to the flange of a wall thimble or pipe. Square frames shall have bolting equivalent to round frames based on the total opening area. In no case shall the bolt spacing exceed 12 inches. The frame will have machined dovetailed grooves on the front face into which bronze seat facings shall be driven and machined to a 63 micro-inch finish. The back of the frame will be machined to bolt directly to the machined face of a wall thimble, pipe flange, or for mounting on the concrete. Frames for sluice gates, greater than 24" wide, subject to unseating heads will have integrally cast pads machined with keyways to receive top and bottom wedge seats.

W-92.04 Seat Facings

Seat facings shall be driven into dovetail grooves machined in the face of the disc and frame.

W-92.05 Wedges

Gates shall be provided with adjustable wedging devices as required to prevent excessive leakage. The wedge adjustment shall be mounted on the slide.

W-92.06 Wall Thimbles

Wall thimbles shall be furnished by the gate manufacturer except when the gates are to be attached to wall castings which are a part of a pipeline or existing wall thimbles shown on plans.

Wall thimbles, in cross section, shall have the shape of a letter F unless shown or specified otherwise and shall be of cast iron.

The body of each thimble shall extend into the concrete or masonry as shown or specified, and in no case less than 6 inches. Ribs shall be provided where necessary on the periphery of the casting joining the flange, body, and collar and extending into the concrete to provide additional strength. A rubber gasket or mastic shall be provided between the gate frame and the thimble.

#### W-92.07 Stems

All sluice gates shall have rising stems except as otherwise specified. Where nonrising stems are permitted, the bottom of the stem shall be above the waterway.

The threads of the stem shall be machine cut or rolled and of the square or Acme type. The number of threads per inch shall be such as to work most effectively with the lift mechanism used. On rising-stem gates with manual hoists, the top of the stem shall be provided with a stop collar.

Where stems are furnished in more than one piece, the different sections shall be joined together by solid couplings. The couplings shall be threaded and keyed or threaded and bolted, and shall be of greater strength than the stem.

#### W-92.08 Sluice Gate Discs

The disc will be of cast iron, one-piece construction, rectangular with integrally cast vertical and horizontal ribs. A reinforcing rib along each side will be provided to insure rigidity between the side wedges. The disc will have machined dovetailed grooves on the seating face into which bronze seat facings shall be driven and machined to a 63 micro-inch finish. A tongue on each side, extending the full length of the disc, will be machined on all sides with a 1/16" clearance maintained between the disc tongue and gate guide groove. Wedge pads for side, top, and bottom wedges, when required, will be cast integrally on the disc and machined to receive adjustable bronze wedges. A heavily reinforced nut pocket will be cast integrally on the vertical centerline and above the horizontal center, and be of such shape to receive the square-backed thrust nut.

#### W-92.09 Sluice Gate Guides and Wedges

The guides will be cast iron, one-piece, designed to withstand the total thrust due to water pressure and the wedging action. The guides will be machined on all contact surfaces, and a groove will be machined the entire length of the guide to allow 1/16" clearance between the disc tongue and guide groove. The guides will be of such length as to retain and support at least one half the disc in the full open position. The guides will be integrally cast with or attached to the frame with silicon bronze or stainless steel studs and nuts, and will be dowelled to prevent any relative motion between the guides and frame. On sluice gates over 48" wide, a reinforcing rib extending from the guide flange over the top of the wedge seat will be provided. Bronze wedge seats will be securely attached to machined pads on the guides.

The wedges will be solid cast bronze, machined on all contact surfaces. They will be attached to the disc with studs and nuts and will have adjusting screws with lock nuts.

#### W92.10 Stems and Stem Guides

The operating stem will be of a size to safely withstand, without buckling or permanent distortion, the stresses induced by normal operating forces. In addition, the stem will be designed to transmit in compression at least 2-1/2 times the rated output of the floorstand or benchstand with a 40 pound effort on the crank or handwheel. The threaded portion of the stem will have machine cut threads of the 29° Acme type. Stems of more than one section will be joined by bronze couplings threaded and keyed to the stems. All threaded and keyed couplings of the same size will be interchangeable. Manually operated, rising stem gates will be provided with an adjustable stop

collar on the stem above the floorstand lift nut.

Stem guides will be cast iron, bronze bushed, mounted on cast iron brackets. They will be adjustable in two directions and will be spaced at sufficient intervals to adequately support the stem. Stem guide spacing will not exceed and L/r ratio of 200, and will not be spaced greater than 10 feet except where required by gate travel.

#### W-92.11 Self-Contained Sluice Gates

Operating nuts for self-contained gates shall be at the gate yoke. Self-contained gates shall meet the requirements of the Specifications for rising stem gates and, in addition, shall have pads at the top to which the thrust yoke is to be bolted. These pads shall be accurately machined and drilled and shall be stiffened by substantial ribs. The thrust yoke shall be of cast iron, having pads at the bottom to bolt to the pads on top of the guides, and shall have heavy ribs capable of taking the thrust due to operating the gates. The top of the yoke shall be machined to provide a smooth bearing for the collar of the stem and shall be provided with a bolted cap to fit around the stem collar of ample size to take the upward thrust of the stem. The thrust collar shall be of the same material as the stem and machined all over.

#### W-92.12 Flush Bottom Closure

The flush bottom closure type of gate will have a compressible resilient seal attached to the bottom of the disc (sliding member) with a stainless steel bar and fasteners. The seal will be of a specially extruded shape, and designed to accurately fit to the bottom rib of the disc. The seal will be shaped to produce a wide sealing area on a machined cast iron stop bar that is bolted to the gate frame to form a flush invert. The differential sealing pressure of the resilient seal on the stop bar will be variable by adjustment of the side wedges on the gate. The flush bottom closure gates will be the Hy-Q design as manufactured by Rodney Hunt Company, or equivalent.

#### W-92.13 Materials

All materials used in construction of the gates and appurtenances will be the best suited for the application and will conform to the following specifications, unless otherwise stated on plans:

| <u>Part</u>  | <u>ASTM Designation</u> |
|--|-------------------------|
| Iron castings for wall thimbles, frame, disc and guides, stem guides, floorstands, and other items | A-126, Class-B          |
| Bronze castings for wedges, thrust nut, lift nut, and coupling                                     | B-584, C86500           |
| Bronze for seat facings in frame and disc  | B-21, C46400            |
| Bronze tongue and guide liners   | B98, C65500             |
| Stainless steel for stems  | A-276, Type 304         |
| Stainless steel for fasteners  | A-276, Type 304         |

#### W-92.14 Assembly and Erection

All parts entering into the sluice gates shall be carefully machined to jigs and templates and all like parts shall be interchangeable so that repair parts can be attached in the field without any fitting, chipping, or remachining. After the parts have been machined, the gates shall be completely assembled in the shop and there shall be no fitting or any

departure from the dimensions on the shop drawings to make the parts fit together. Anchor bolt holes shall be drilled accurately to the layout called for on the drawings.

Sluice gates and appurtenances shall be accurately erected, free from distortion or undue strains.

Wall thimbles and anchor bolts to be embedded in concrete shall be placed before the concrete is placed and shall be supported and braced so that they will remain in perfect alignment during placing of concrete and thereafter. If the wall thimble is improperly placed, it shall be removed and replaced as directed at the Contractor's expense. When the frame is installed, the disc shall not be removed from the frame, but the complete assembly shall be installed together, to prevent springing the seats out of line. In bolting the frame to the wall thimble, no springing of the frame will be permitted. Wedges shall be properly adjusted. Stem guides shall be set so that the stems shall run smoothly, in perfect alignment. Care shall be taken to protect the equipment from mortar, concrete drippings, and other adhering substances.

#### W-92.15 Painting

The gate manufacturer shall be responsible for shop prime and finish painting of all gates and appurtenances supplied under this contract. All coatings shall conform with VOC Emission Regulations in effect at the manufacturing location and at project site to allow touch-up or recoating to be performed with the same products.

The type of paint shall be as specified in the following schedule. Where required by application, the coating shall be approved for contact with drinking water by the NSF, EPA, or other appropriate governing agencies. Number of coats, mil thickness, and surface preparation shall be in accordance with the paint manufacturer's recommendations for that application, but in no case shall be less than the requirements in the following schedule. All coatings shall be free of carcinogens as listed on the IARC monographs. Colors are to be manufacturer's standards, provided they are selected for ease of field touch-up, color match, and are fade resistant. Colors shall be selected to provide contrast between the product and prime coat, and between the prime coat and finish coat, to insure uniform covering and coating thickness. All coatings shall be applied in accordance with the paint manufacturer's recommendations for thinning, technique, and safety precautions. The gate coating shall be Tnemec Series 141 or equal.

#### W-92.16 Testing

After being installed, sluice gates shall be tested in the presence of the Engineer for leakage, strength, opening and closing against the maximum heads practicable to obtain under operating conditions. All work of making the tests and all adjustments necessary to put the gates in satisfactory condition shall be performed by the Contractor at his own expense. Any leaks around the thimbles, frames, or gates shall be stopped. Leakage around discs shall not exceed the amounts allowed by AWWA C 501.

The sluice gates will be substantially watertight under design head conditions. The leakage will not exceed 0.1 gpm per foot of periphery for seating heads up to 50 feet, and for unseating heads up to 30 feet.

#### W-92.17 Manually Operated Floorstands or Benchstands

Manual operation will be by handwheel, crank operated floorstand, or benchstand as indicated on the plans and specified in the Gate Schedule.

Handwheel operated type will be without gear reduction and crank operated type will have either single or double gear reduction depending upon the lifting capacity required. Each type will be provided with a threaded cast bronze lift nut to engage the operating stem. Roller bearings will be provided above and below a flange on the operating nut to support both opening and closing thrusts.

Floorstands or benchstands will operate the gates under the specified operating head with not greater than a 40 pound pull on the crank or handwheel. Gears, where required, will be steel with machine-cut teeth designed for smooth operation. The stainless steel pinion shafts on crank operated floorstands, whether single or double ratio, shall be supported on tapered roller bearings or needle bearings. All components will be totally enclosed in a cast

iron case and cover. Positive mechanical seals will be provided on the operating nut, and the pinion shaft is to exclude moisture and dirt and prevent leakage of lubricant out of the hoist. Lubricating fittings will be provided for the lubrication of all gears and bearings. Removable handwheel or crank will be designed for rough treatment and minimum weight.

Floorstands will include a high strength pedestal designed to position the input, shaft, or handwheel approximately 36" above the operating floor. Benchstands will be provided with a rectangular cast iron base machined and drilled for mounting purposes. An arrow with the word "open" will be permanently attached or cast on the floorstand, benchstand, or handwheel indicating the direction of rotation to open the gate. The operating mechanism will be equal in all respects to the Rodney Hunt Company floorstand or bench-stand shown the plans and listed in the Gate Schedule.

#### W-92.18 Sluice Gate Electric Motor Operators

Sluice gate motor operators shall be the close-coupled electric motor-driven screw type. The operators shall be capable of operating the gates at a rate of 12 inches per minute in either direction when the gate is subjected to maximum head. Motor operators shall be housed in a powder-coated, low-copper aluminum alloy enclosure and be certified by F.M., C.S.A., Cenelec, and TSA for all gas groups in explosion-proof environments. The control enclosure shall also be rated for IP68 submersible service. Operator enclosures shall be provided with 120-volt compartment heaters. The motor operator shall comprise a motor, power gearing, a handwheel operator, an integral controller, limit and torque switches, intrinsically safe push buttons for open-stop-close operation, and intrinsically safe pilot lights indicating open-closed position and motor fault. Gate operators shall include floor stands and yokes for self-contained gates. Additional limit switches, indicating lights, position transmitters and remote position indicators, remote operating controls and other accessories and controls shall be provided as shown, specified, or required.

The motor shall be capable of operating the sluice gate against the maximum differential line pressure when voltage at the terminals is within 15 percent of nominal voltage.

Drive units shall be arranged to permit the motor to attain full speed before the load is energized. Overload relays shall be provided in each phase of the motor. Full calculations for each size of motor operator indicating forces, full load and locked rotor current and horsepower shall be furnished to the Engineer for approval.

A handwheel or crank shall be provided for manual operation. The operator must be responsive to manual operation at all times, except when being electrically operated. The handwheel shall not rotate during electric operation. The motor shall not rotate during handwheel operation nor shall a fused motor prevent manual operation. When in manual operating position, the operator shall automatically return to electric operation when the motor is energized and remain in the motor position until manual operation is desired. The movement from motor to manual operation shall be accomplished by a positive declutching mechanism which will disengage the motor mechanically but not electrically. Failure of motor gearing shall not render hand operation impossible. Handwheels shall be removable and adaptor keys provided to permit operation by a portable operator. Electrical operation of the motor shall be as shown or specified.

The controller shall be a NEMA rated reversing controller, complete with mechanical interlocks and overload relays, and be an integral part of the operator. Contacts shall be provided for indicating lights as shown, specified, or required. One light on shall indicate that the gate is fully open; the other light on shall indicate that it is fully closed; and both lights on shall indicate that it is in an intermediate position. The internal wiring in the valve operator shall be arranged so that the opening and closing coils cannot be energized simultaneously at any time, regardless of external wiring connections.

Power gearing shall consist of generated gears of heat-treated steel and worm gearing. The worm gear shall be of hardened alloy steel with the threads ground and polished after heat treating. The worm gear shall be of chilled nickel bronze. Antifriction bearings shall be used throughout and the operator shall be grease or oil bath lubricated. Lubricants shall be suitable for ambient temperatures from 40 to 150 degrees F.

Limit switches and torque switches shall be the adjustable type with auxiliary contacts, operative in either direction of travel. Limit switches shall be "in step" with torque switches at all times whether in motor or manual operation. The operator shall have geared limit switches to stop movement in each direction and torque switches shall be provided for protection against mechanical overload and to stop movement in either direction if an obstruction is encountered. The number, function, and arrangement of limit switches shall be as shown, specified, or required.

An easily replaceable stem nut shall be provided which can be installed in the top of the unit without removing the operator from the stand. The stem nut shall be of nylon suitable for continuous duty service without stem lubrication.

Motor operators shall be as manufactured by E-I-M Company; Limatorque Corp.; Rotork, Inc.; or equal.

#### W-92.19 Motors

Motors shall meet the requirements of the Workmanship and Materials section 47 titled "Electrical Motors." Were there are discrepancies between workmanship sections for motor specifications, Workmanship Section 47 "Electric Motors" shall prevail.

#### W-92.20 Manufacturer's Supervision

The services of a qualified representative of the sluice gate operator manufacturer shall be provided. The representative shall inspect the installation of the equipment, make any necessary adjustments, place the equipment in initial trouble-free operation, and instruct operating personnel in its operation and maintenance.

END OF SECTION

## **SECTION 16050**

### **ELECTRICAL – GENERAL PROVISIONS**

#### **PART 1 - GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Furnish all labor, materials, equipment, transportation and performing all operations required to support the installation and commissioning of the proposed Replacement of various Motor Operated Valve Actuators and Flow Meters at the Howard F. Curren AWTP. The work includes, but is not limited to, the following :
1. Submit working drawings, parts schedules and cut-sheets to the engineer.
  2. Furnish and install all equipment as shown on the plans and described in the specifications.

Specifically:

##### **A. INSTALLTION**

1. Prior to demolition, the proposed Motor Operated Valve Actuators and Flow Meters shall be on site and ready for installation. No temporary power shall be required during the replacement of the equipment.
2. Verify existing control and power connections in the field prior to commencing demolition work.
3. Remove the existing Motor Operated Valve Actuators and Flow Meters. Prepare the existing spaces as required to install the new the equipment.
4. Install the Motor Operated Valve Actuators and Flow Meters.
5. Install new conduit, conductors, junction boxes, channel supports and circuit breakers as shown, indicated or required.
6. Make cable connections as shown.

##### **B. CONSTRUCTION SCHEDULING**

1. In order to insure proper operation of the Howard F. Curren Wastewater Treatment Plant is maintained during the replacement of the equipment, the contractor shall be required to adhere to the scheduling requirements as developed for the installation of the new Sluice Gates, Butterfly Valves and Flow Meters.

- C. The work, apparatus and materials, which shall be furnished under these Specifications and accompanying Drawings, shall include all items listed hereinafter and/or shown on the Drawings. All materials necessary for the complete installation shall be furnished and installed by the CONTRACTOR to provide complete power, instrumentation, wiring and control systems as indicated on the Drawings and/or as specified herein.
- D. The CONTRACTOR shall furnish and install the necessary cables, protective devices, conductors, supports, raceways, exterior electrical system, etc., to serve loads as indicated on the Drawings and/or as specified.
- E. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All workmanship shall be of the highest quality; sub-standard work will be rejected.
- F. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work, which may be reasonably implied as being incidental to the work of this Section, shall be furnished at no extra cost.
- G. Furnish and install a complete system of conduit as herein specified and shown on the drawings.
- H. Submit working drawings, parts schedules, cut-sheets, maintenance items to be performed and written testing protocol to the Engineer.

#### 1.02 CODES, INSPECTION AND FEES

- A. All material and installation shall be in accordance with the 2014 edition of the National Electrical Code and all applicable national, local and state codes, laws and ordinances.

#### 1.03 TESTS

- A. Test all systems and repair or replace all defective work. Make all necessary adjustments to the systems and instruct OWNER's personnel in the proper operation of the systems.
- B. The minimum tests required shall be as indicated in Section 16080 of the specifications.
- C. The Engineer shall be notified forty-eight (48) hours before tests are made to enable the Owner to have designated personnel present.

#### 1.04 CUTTING AND PATCHING

- A. All cutting and patching shall be done in a thoroughly workmanlike manner.

## 1.05 INTERPRETATION OF DRAWINGS

- A. The Drawings are not intended to show exact locations of conduit runs.
- B. Unless otherwise approved by the Engineer, conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.
- C. Where circuits are shown as "home-runs," all necessary fittings and boxes shall be provided for a complete raceway installation.
- D. The locations of equipment, outlets, and similar devices shown on the Drawings are approximate only. Exact locations shall be as approved by the Engineer during construction. Obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.
- E. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting, and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific requirements of the equipment.
- F. The ratings of motors and other electrically operated devices together with the size shown for their branch circuit conductors and conduits are approximate only and are indicative of the probable power requirements insofar as they can be determined in advance of the purchase of equipment.
- G. All connections to equipment shall be made as shown, specified and directed and in accordance with the approved shop drawings, regardless of the number of conductors shown on the Contract Drawings.

## 1.06 RECORD DRAWINGS

- A. As the work progresses, legibly record all field changes on a set of project Contract Drawings. When the project is complete, furnish a complete set of reproducible "As-built" drawings for the Project Record Documents.

## 1.07 COMPONENT INTERCONNECTIONS

- A. Component equipment furnished under this Specification will not be furnished as integrated systems.
- B. Analyze all systems components and their shop drawings; identify all terminals and prepare drawings or wiring tables necessary for component interconnection.

1.08 SHOP

DRAWINGS

- A. As specified under other Sections, shop drawings shall be submitted for approval for all materials, equipment, apparatus, and other items as required by the Engineer.
- B. Prior to submittal by the CONTRACTOR, all shop drawings shall be checked for accuracy and contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to Specifications and Drawings. This statement shall also list all discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted shall be returned.
- C. The Engineer's check shall be only for conformance with the design concept of the project and compliance with the Specifications and Drawings. The responsibility of, or the necessity of, furnishing materials and workmanship required by the Specifications and Drawings, which may not be indicated on the shop drawings, is included under the work of this Section.
- D. The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this Section.
- E. No material shall be ordered or shop work started until the Engineer's approval of shop drawings has been given.

1.09 WARRANTY

- A. Provide a warranty for all the electrical equipment in accordance with the requirements of other Sections. Under no circumstances shall the warranty be for less than one year starting from substantial completion.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## SECTION 16075

### ELECTRICAL IDENTIFICATION

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Requirements for providing materials for the identification of electrical equipment, components, conduits, cables and wiring, and furnishing and installing safety signs.
- B. Related Work Specified in Other Sections Includes:
  - 1. Section 16050 - Basic Electrical Materials and Methods

##### 1.2 REFERENCES

- A. Codes and standards referred to in this Section are:
  - 1. ANSI C2 - National Electrical Safety Code (NEESC)
  - 2. ANSI Z535.1 - Safety Color Code
  - 3. ANSI Z535.2 - Environmental and Facility Safety Signs
  - 4. ANSI Z535.3 - Criteria for Safety Symbols
  - 5. OSHA - Occupational Safety and Health Act

##### 1.3 SUBMITTALS

- A. General: Furnish all submittals, including the following, as specified in the Specific/General Provisions.
- B. Product Data and Information: Furnish manufacturer's catalog data for safety signs, nameplates, labels and markers.
  - 1. Furnish manufacturer's instructions indicating application conditions and limitations of use; and storage, handling, protection, examination and installation of product.
- C. CONTRACTOR's Record Drawings: Furnish CONTRACTOR's record drawings accurately showing actual location of markers for underground ducts, handholes and manholes, at completion of the Project.

##### 1.4 DELIVERY, STORAGE AND HANDLING

- A. General: Deliver, store and handle all products and materials as specified in the Specific/General Provisions.

##### 1.5 SPARE PARTS

- A. General: Furnish the following spare parts.

1. Ten safety signs of each size and wording.
- B. Packaging: Package spare parts in containers bearing labels clearly designating contents. Identify all spare parts with information needed for reordering. Deliver spare parts in original factory packages.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Acceptable manufacturers are listed below. Other manufacturers of equivalent products may be submitted for review.
  1. W. H. Brady Company
  2. Seton
  3. Thomas & Betts

### 2.2 MATERIALS AND COMPONENTS

- A. General: Provide identification materials listed and classified by UL or tested by an acceptable Electrical Testing Company certifying the equivalence of the materials to UL listing requirements and OSHA approved.
- B. Laminated Plastic Nameplates: Provide engraved three layer laminated plastic nameplates with black letters on white background and fastened with corrosion-resistant screws. Do not use mounting cement for fastening nameplates.
  1. Provide nameplates with 1-inch high lettering for Motor Operated Valve Actuators.
  2. Provide nameplates with 1/2-inch high lettering for Flow Meter Remote Transmitters.
  3. Provide nameplates for each motor identifying service or function and lettering of an appropriate size to suit each motor.
- C. Wire Markers: Identify wire bundles and each individual wire.
  1. Wire bundles: Provide a brass or rigid fiber identifying tag attached with nylon self locking "Ty-Raps".
  2. Wire identification markers: Provide a printed white, heat-shrink, seamless tubing type with black bold lettering for wires size No. 10 AWG and smaller. Provide a printed self-laminating white, vinyl type with black bold lettering for wires No. 8 AWG and larger.
- D. Safety Signs: Provide safety signs in accordance with OSHA standard meeting the requirements of ANSI C2, ANSI Z535.1, ANSI Z535.2 and ANSI Z535.3.

1. Provide safety signs manufactured from vinyl having a minimum thickness of 60 mils with red and black letters and graphics on a white background.
2. Size: 10 inches by 14 inches except signs 7-inch by 10-inch may be provided where the larger size cannot be applied.
3. Mount safety signs using corrosion-resistant screws. Do not use mounting cement.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Surface Preparation: Degrease and clean surfaces to receive nameplates, labels and marking paint.

### 3.2 INSTALLATION

- A. General: Install nameplates on the front of equipment, parallel to the equipment lines and secured with corrosion resistant screws.
  1. Install laminated nameplates identifying:
    - a. Each electrical equipment enclosure
    - b. Individual equipment and devices
- B. Wire Markers: Identify wire bundles and each individual wire with identification tags as follows:
  1. Wire Bundles: Install an identifying tag engraved with the conduit number where conduits enter motor control centers, switchgear, switchboards, control panels, terminal boxes and the like.
  2. Wire identification markers: Provide wire identification markers on each wire at all termination points.
    - a. On power and lighting circuits: The branch circuit or feeder number as indicated on drawings
    - b. On control circuits terminated in motor control center, control panels and alike: The field device and terminal number of the opposite end connection.
    - c. On control circuits at each field device: The panel or compartment number and terminal number of the opposite end connection.
  3. Oversize wire markers so that after heat shrinking the wire marker can be rotated on the wire. Rotate wire markers so that wire identification number is visible.

END OF SECTION

## SECTION 16080

### ELECTRICAL TESTING REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Requirements of field acceptance testing of materials and equipment provided under various other sections to determine suitability for installation and energization. Requirements of field testing and certification of electrical equipment and materials provided under various other sections to assess their equivalence to UL Inc. listing/labeling.
- B. Related Work Specified in Other Sections Includes, But is Not Limited to, the Following:
  - 1. All relevant electrical sections.

##### 1.2 REFERENCES

- A. Codes and standards referred to in this Section are:
  - 1. NETA - International Electrical Testing Association
  - 2. NIST - National Institute of Standards and Technology

##### 1.3 SUBMITTALS

- A. General: Furnish all submittals including the following, as specified in Section 16050.
  - 1. Acceptance Testing Reports: Furnish acceptance testing reports for all equipment and materials including the following information:
    - a. Summary of the test
    - b. Description of material or equipment tested
    - c. Description of test including acceptable test values
    - d. Test results
    - e. Analysis of test results with recommendations
  - 2. UL Testing: Furnish standard test parameters in accordance with the acceptable codes and standards for all the equipment and materials tested for equivalence to UL listing.
  - 3. UL Test Reports and Certificates: Furnish test reports and certificates for all equipment and materials tested for equivalence to UL listing, for approval.

## PART 2 PRODUCTS

### 2.1 TESTING COMPANIES

- A. Acceptable Testing Companies: Acceptable testing companies are as listed below:
1. MET Electrical Testing Co., Inc.
  2. ASET Power Systems Services, Inc.
  3. Electric Power Systems, Inc.
  4. Electro-Test, Inc.
  5. High Voltage Maintenance Corp.
  6. UL Underwriters Laboratories, Inc.
  7. Other OSHA and NETA approved testing facilities

### 2.2 SOURCE QUALITY CONTROL

- A. Tests: Furnish all testing and certification in accordance with the latest NETA, ANSI, IEEE and NEMA Standards to meet the UL requirements, NFPA Standards and NEC.
- B. Test Equipment: Furnish all testing equipment, cables and appurtenances required to perform all tests and certifications in accordance with the following:
1. Use instruments that have been calibrated, to assure that they are within rated accuracy in accordance with NIST.
  2. Select test instruments that are appropriate for the variable being measured.

## PART 3 EXECUTION

### 3.1 UL TESTING AND CERTIFICATION

- A. General: Furnish the test reports and certifications for UL equivalence prior to acceptance of all materials and equipment requiring such tests and certifications.

### 3.2 ACCEPTANCE TESTING

- A. General: Furnish acceptance test reports prior to acceptance of all materials, equipment and installations requiring such tests.

END OF SECTION

## **SECTION 16445**

### **MOTOR CONTROL CENTER MODIFICATIONS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section Includes: Requirements for providing new components for an existing motor control center.
- B. Related Work Specified in Other Sections Includes:
  - 1. Section 16050 - Basic Electrical Materials and Methods
  - 2. Section 16075 - Electrical Identification

##### **1.02 REFERENCES**

- A. Codes and standards referred to in this Section are:
  - 1. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Not More than 2000 Volts AC or 750 Volts DC.
  - 2. NEMA ICS 3 - Industrial Control and Systems Factory Built Assemblies
  - 3. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum)
  - 4. UL 486A - Wire Connectors and Soldering Lugs for Use With Copper Conductors
  - 5. UL 845 - Motor Control Centers

##### **1.03 SYSTEM DESCRIPTION**

- A. This section defines the required modifications required to the existing Motor Control Center (MCC-21) which currently serves the Screen and Grit Building No.1. This modification consists of replacing the existing circuit breaker serving JC-2-SG-1, JC-2-SG-2 and JC-2-SG-4.

##### **1.04 SUBMITTALS**

- A. General: Furnish all submittals, including the following, as specified in the Specific/General Provisions and Section 16050.
- B. Product Data and Information: Provide catalog data for all associated equipment and devices.
- C. Shop Drawings: Furnish shop drawings customized to the project for the motor

control center modifications to include the following:

1. Outline drawings showing dimensions, weights, arrangement, elevations, identification of components and a nameplate schedule for all units.
  2. Bill of materials including manufacturers' name and catalog number.
  3. Interconnecting wiring diagrams, where required.
  4. Individual schematic and wiring diagrams for each compartment.
  5. Furnish instruction booklets and time-current curves for each circuit breaker supplied.
- D. Operation and Maintenance Manuals: Furnish operation and maintenance manuals.

## **1.05 QUALITY ASSURANCE**

- A. Standards: Provide motor control center components in accordance with NEMA ICS 2, ICS 3, and UL Standard No. 845.
- B. UL Label: Provide a UL Label each component supplied for each motor control center.

## **1.06 DELIVERY, STORAGE AND HANDLING**

- A. General: Deliver, store, and handle all products and materials as specified in the Specific/General Provisions.
- B. Shipping and Packing: Provide all structures, equipment and materials rigidly braced and protected against weather, damage, and undue strain during shipment.
- C. Storage and Protection: Store all equipment and materials in a dry, covered, heated and ventilated location. Provide any additional measures in accordance with manufacturer's instructions.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Acceptable Manufacturers:
  1. Screen and Grit Building No. 1 - MCC-28: The existing Motor Control Center is a Westinghouse Series 2100. The existing circuit breakers to be replaced are 3-pole, 100 ampere frame, 20 ampere trip. The Contractor shall provide suitable molded-case, 3-pole, 100 ampere frame, 40 ampere trip unit replacement circuit breakers.

2. Screen and Grit Building No. 2 - MCC-21: The existing circuit breaker is a 3-pole, 100 ampere frame, 70 ampere trip, Westinghouse Tri-Pac unit. These units are no longer manufactured. As such, the Contractor shall provide a suitable molded-case, 3-pole, 100 ampere frame, 80 ampere trip unit.

## **2.02 MOTOR CONTROL CENTER COMPONENTS**

- A. Basic Components:
  1. Provide hinges, screws, bolts, circuit breaker operating mechanisms, nameplate mounting screws and other metallic appurtenances with a noncorrodible metal covering.
- B. Circuit Breaker Units: Provide new circuit breaker units for the existing bucket space in MCC-21, cubicle 12 and existing bucket spaces in MCC-28, cubicle 9.
  1. Provide unit of the plug-in or cabled type in accordance with the manufacturer's standard for type and size of circuit breaker.
  2. Construct door to be drip-proof and dust-tight. Provide door with hinges and screw fasteners for holding the door closed. Fabricate door as a part of the structure and not part of the unit.
  8. Equip the door with a circuit breaker operating mechanism.
  9. Provide mechanical interlocks between the compartment door and circuit breaker operating mechanism to prevent opening of the door unless the breaker is in the OFF position, and to prevent closing the breaker unless the door is fully closed.
  10. Provide circuit breaker operating mechanisms or handles that are padlockable in the OFF position with room for a minimum of three padlocks.
  11. Provide unit having devices that are serviceable from the front, without provisions for rear access.
  12. Interrupting Ratings: Provide an interrupting capacity of 42,000 rms symmetrical amperes at 480 volts. Base interrupting rating on the IEEE and NEMA Standard duty cycle for this class of equipment.
  13. Provide circuit breaker trip units as follows:
    - a. Provide individual, thermal-magnetic trip unit.
    - b. Provide trip units that actuate a common tripping bar to open all poles when an overload or short circuit occurs on any one.
    - c. Provide trip elements with inverse time tripping and instantaneous

tripping at about ten times the normal trip device rating.

- d. Provide circuit breakers with trip-free handles.
  
- D. Remove existing circuit breaker and associated equipment for JC-2-SG-1, JC-2-SG-2 and JC-2-SG-4 currently located within MCC-21, cubicle 12.
  
- E. Remove existing circuit breakers and associated equipment for SG-SG-12, SG-SG-14, SG-SG-15 and SG-SG-13, SG-SG-16, SG-SG-17 currently located within MCC-28, cubicle 9.
  
- F. Identification: Provide nameplate having the same type, appearance and shape throughout each motor control center in accordance with the requirements of Section 16075.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. General: Install all equipment in accordance with the manufacturer's recommendations and approved shop drawings and as specified in the Specific/General Provisions.
  
- B. Cable Connections: Terminate and label all field wiring per the approved diagrams.
  
- C. Torque Requirements: Tighten electrical connectors and terminals, including screws and bolts, in accordance with equipment manufacturers' published torque tightening recommendations. Where manufacturers' torquing requirements are not available, tighten connectors and terminals in accordance with UL Standard 486 A.

### **3.02 FIELD QUALITY CONTROL**

- A. Inspections: Inspect, adjust and check the installation for physical alignment, cable terminations and ventilation.
  
- B. Tests: Perform the following field tests:
  - 1. Close and open circuit breaker to test operation.

### **3.03 CLEANING AND PAINTING**

- A. Field Painting: Clean and touch up any scratched or marred surface to match original finish.

END OF SECTION