

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

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

**Please Let Us Know If You Plan To Bid**

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

CITY OF  
TAMPA, FLORIDA

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS  
PROPOSAL, BID BOND, FORM OF NOTICE OF AWARD,  
AGREEMENT, PERFORMANCE BOND AND  
SPECIFICATIONS

FOR

**Contract 18-C-00026**

# **Sun Bay South Distribution Line Replacement Phase II**

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

JULY 2018

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-00026; Sun Bay South Distribution Line Replacement – Phase II

**BID DATE:** August 7, 2018 **ESTIMATE:** \$900,000 **SCOPE:** The project comprises furnishing and installing approximately 725 linear feet of 4 inch, 1992 linear feet of 6 inch, and 1210 linear feet of 8 inch water main with all required appurtenances and fittings, cutting and plugging, roadway and roadside restoration, traffic control, tree protection, grouting of abandoned pipe, valve adjustment and removal, and incidental video photography, with all associated work required for a complete project in accordance with the Contract Documents. **PRE-BID CONFERENCE:** Tuesday, July 24, 2018, 3:00 p.m. Attendance is not mandatory, but recommended.

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Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. Pre-Bid Conference is held at the same location unless otherwise indicated. Plans and Specifications and Addenda for this work may be examined at, and downloaded from, [www.demandstar.com](http://www.demandstar.com). Backup files are available at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>. Email Questions to: [contractadministration@tampagov.net](mailto:contractadministration@tampagov.net).

TABLE OF CONTENTS

BIDDING REQUIREMENTS

Notice to Bidders.....N-1  
Instructions to Bidders .....I-1a thru I-4  
Insurance Requirements .....INS-1 thru INS-2  
MBD Form 70.....1 Page  
U-WMBE Availability Contact List.....ACL-1  
Availability Contact List Instructions .....ACLI-1  
Sample Solicitation Letter .....SL-1

BID FORMS

Proposal .....P-1 thru P-5  
Good Faith Efforts Compliance Plan .....GFECF  
SLBE Solicited .....DMI – Solicited  
SLBE Utilized .....DMI – Utilized  
Bid Bond.....BB-1

CONTRACT FORMS

Agreement .....A-1 thru A-15  
Public Construction Bond .....PB-1 thru PB-3

GENERAL PROVISIONS

General Provisions .....G-1 thru G-10  
Supplementary Conditions .....SC-1 thru SC-23  
Wage Rates .....WR-1 thru WR-5  
Specific Provisions.....SP-1- thru SP-14  
Subcontractors Payment Form.....DMI – Payments  
Contract Pay Items .....CP-1 thru CP-17

Project Sign.....Sign-1 thru Sign-2

SPECIFICATION

DIVISION 1      GENERAL REQUIREMENTS

WORKMANSHIP AND MATERIALS

Workmanship and Materials Specifications .....WM-1 thru WM-45

NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA  
Contract 18-C-00026; Sun Bay South Distribution Line Replacement - Phase II

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., August 07, 2018, 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, furnish and install approximately 725 linear feet of 4 inch, 1992 linear feet of 6 inch, and 1210 8-inch water main with all required appurtenances and fittings, cutting and plugging, roadway and roadside restoration, traffic control, tree protection, grunting of abandoned pipe, valve adjustment and removal, and incidental video photography, with all associated work required for a complete project in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Sun Bay South Distribution Line Replacement - Phase II 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, with notice given to all prospective bidders at the respective fax numbers or e-mail addresses furnished, for such purposes. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

I-1.04 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 275 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):** 10.2 % **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  
\_\_\_\_ % **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 Contact 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.

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services of \$1 million or more 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, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is on either the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria 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 \$1 million or more. Contractor certifies that it is not in violation of Section 287.135, Florida Statutes. For contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or been engaged in business operations in Cuba or Syria, the City shall either terminate the Agreement after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4) of the Florida Statutes are met.

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

# Sun Bay Distribution Line Replacement - Phase II Project #18-C-00026

## U-WMBE Availability Contact List

**(The Underutilized WMBE Industry Category for Construction Subcontracts is BBE )**

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity
	DRD Enterprises LLC	813-476-9933	866-850-1332	ddeenah@drdenterpr	4104 Yellowwood Dr.,	Valrico	FL	33594	Pipe Supply	204675317	BBE	African American
	Manzi Metals, Inc	352-799-8211	352-799-8244	bmanzi@manzimetals	15293 FLIGHT PATH DR	BROOKSVILL	FL	34604	Pipe Supply	93245008	BBE	African American
	Suca Pipe Supply, Inc	813-249-7902	813-249-7384	slmau44@yahoo.com	4910 Lowell Rd	Tampa	FL	33624	Pipe Supply	92499571	BBE	African American
	Suca Pipe Supply, Inc	813-249-7902	813-249-7384	sucapipesupply1@yah	4910 Lowell Road	Tampa	FL	33624	Pipe Supply	63669556	BBE	African American
	Terrell Industries, Inc	727-823-4424	727-823-3977	gradyterrell@terrellin	2067 1ST AVENUE NOR	ST PETERSBU	FL	33713	Pipe Supply	50530148	BBE	African American
	DeHa Multimedia, LL	813-340-3017	813-891-0332	hakeem@dehamagazi	1901 Rutherford Drive	Dover	FL	33527	Video Photograph	60527750	BBE	African American
	Kerrick Williams Pho	813-571-3768	866-571-7149	kerrick@kerrickwillian	811 Hickory Glen Drive	Seffner	FL	33584	Video Photograph	93225186	BBE	African American
	S&B Technologies inc	954-675-4547	954-239-9909	Sandy33319@yahoo.d	1830 N. University Dr. #	Plantation	FL	33322	Signs	63512746	BBE	African American
	AAJ Lawn Care Servid	813-220-8533	888-277-1860	aajlawncare@gmail.co	3716 E. Idlewild Avenue	Tampa	FL	33610	Sodding	60254393	BBE	African American
	BUN Construction Co	813-931-8270	813-931-9185	bunconstruction@tam	4135 E. Hillsborough Av	Tampa	FL	33610	Sodding	93362663	BBE	African American
	Cutups Lawn Service	813-361-8871	813-238-2397	cutuplawnservice@y	3217 East Powhatan Av	Tampa	FL	33610	Sodding	11241291	BBE	African American
	Dean&#39;s Enviorn	863-595-8255	904-791-9060	deank8859@gmail.co	2644 Whispering Trails	Winter Have	FL	33884	Sodding	30461047	BBE	African American
	Fresh Start Developm	813-758-5345	813-333-5949	freshstartdevelop@ya	601 S Falkenburg Rd	Tampa	FL	33619	Sodding	03857845	BBE	African American
	Promise Care LLC	813-988-8633	813-988-1555	promisecarellc@outlo	10711 n 53rd st	Tampa	FL	33617	Sodding	64723775	BBE	African American
	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	Sodding	63223645	BBE	African American

**African American/Black Business Enterprises (BBE) shall count toward the subcontract goal. Refer to MBD Form 70 - Procurement Guidelines**

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.

SOLICITATION FOR SUBCONTRACTOR QUOTES

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

To Subcontractor:

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

Plans and Specs for this project are posted at:  
<http://www.tampagov.net/contract-administration/programs/construction-project-bidding>

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

Please complete and submit with your subcontract bid or response:

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

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

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

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

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.

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
2100	F&I 4" ductile iron pipe (0-5' trench)	LF	675	\$	\$	
2101	F&I 4" ductile iron pipe (5'+ trench)	LF	50	\$	\$	
2102	F&I 6" ductile iron pipe (0-5' trench)	LF	1,797	\$	\$	
2103	F&I 6" ductile iron pipe (5'+ trench)	LF	195	\$	\$	
2104	F&I 8" ductile iron pipe (0-5' trench)	LF	930	\$	\$	
2105	F&I 8" ductile iron pipe (5'+ trench)	LF	280	\$	\$	
2600	Cut and plug 3" and smaller in diameter pipe	EA	2	\$	\$	
2601	Cut and plug 4", 6" and 8" diameter pipe	EA	2	\$	\$	
3000	F&I 4" wedge-action or flange restraint	EA	38	\$	\$	
3001	F&I 6" wedge-action or flange restraint	EA	69	\$	\$	
3002	F&I 8" wedge-action or flange restraint	EA	28	\$	\$	
3070	Furnish 4" push-on restraint gaskets	EA	11	\$	\$	
3071	Furnish 6" push-on restraint gaskets	EA	23	\$	\$	
3072	Furnish 8" push-on restraint gaskets	EA	23	\$	\$	
4001	F&I 4" ductile iron bends, offsets, sleeves or reducers w/DIP, CIP or PVC/P	EA	8	\$	\$	
4002	F&I 4" ductile iron tee w/DIP, CIP or PVC/P	EA	2	\$	\$	

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
4005	F&I 6" ductile iron bends, offsets, sleeves or reducers w/DIP, CIP or PVC	EA	19		\$	\$
4006	F&I 6" ductile iron tee w/ DIP, CIP or PVC	EA	5		\$	\$
4009	F&I 8" ductile iron bends, offsets, sleeves or reducers w/ DIP, CIP or PVC	EA	1		\$	\$
4010	F&I 8" ductile iron tee w/ DIP, CIP or PVC	EA	7		\$	\$
5000	F&I full fire hydrant assembly on new or existing mains	EA	9		\$	\$
6001	F&I 4" gate or tapping valve with box on DIP, CIP or PVC	EA	6		\$	\$
6002	F&I 6" gate or tapping valve with box on DIP, CIP or PVC	EA	16		\$	\$
6003	F&I 8" gate or tapping valve with box on DIP, CIP or PVC	EA	8		\$	\$
7001	F&I 6" tapping sleeve and make tap	EA	1		\$	\$
7002	F&I 8" tapping sleeve and make tap	EA	1		\$	\$
8100	Furnish tap and install 3/4" or 1" meter service on PVC, DIP, or CIP (0-15' HDPE)	EA	18		\$	\$
8101	Furnish tap and install 3/4" meter service on PVC, DIP or CIP (+15-80' HDPE)	EA	63		\$	\$
9100	Maintenance of Traffic	LS			\$	\$
9200	Furnish, place and compact limerock base	CY	502		\$	\$
9205	Furnish and install asphalt concrete surface Superpave Type SP-12.5	SY-IN	12053		\$	\$
9207	Furnish, place, grade and compact Superpave Type SP-9.5 asphaltic concrete overlay	SY-IN	9128		\$	\$
9209	Mechanical milling of asphalt roadways in 1-inch increments	SY-IN	9128		\$	\$



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 (Description)</b>	<b>Unit of Measure (LF, SY)</b>	<b>Unit Quantity</b>	<b>Unit Cost</b>	<b>Extended 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 W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

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 W=WMBE O =Neither	Company Name Address Phone, Fax, Email	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	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

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-00026; Sun Bay South Distribution Line Replacement - Phase II

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-00026, Sun Bay South Distribution Line Replacement - Phase II.

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-00026 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-00026; Sun Bay South Distribution Line Replacement - Phase II, shall include, but not be limited to, furnish and install approximately 725 linear feet of 4 inch, 1992 linear feet of 6 inch, and 1210 8 inch water main with all required appurtenances and fittings, cutting and plugging, roadway and roadside restoration, traffic control, tree protection, grunting of abandoned pipe, valve adjustment and removal, and incidental video photography, with all associated work required for a complete project in accordance with the Contract Documents.

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

# TAMPA AGREEMENT

## SECTION 1 GENERAL

### ARTICLE 1.01 THE CONTRACT

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

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

### ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 2.01 THE ENGINEER**

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

### **ARTICLE 2.02 DIRECTOR**

The Director of the Department in addition to those matters

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

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

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

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

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

### **ARTICLE 2.03 NO ESTOPPEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 3.03 INSPECTION**

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

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

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

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

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

#### **ARTICLE 3.04 PROTECTION**

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

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

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

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

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

**ARTICLE 3.06 BOUNDARIES**

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

**ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 3.08 TAXES**

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

**ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS**

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

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

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

**SECTION 4  
TIME PROVISIONS**

**ARTICLE 4.01 TIME OF START AND COMPLETION**

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

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

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

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

**ARTICLE 4.02 PROGRESS SCHEDULE**

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

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

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

**ARTICLE 4.03 APPROVAL REQUESTS**

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

**ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS**

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

**ARTICLE 4.05 EXTENSION OF TIME**

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

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

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

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

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

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

**ARTICLE 4.06 LIQUIDATED DAMAGES**

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

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

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

**ARTICLE 4.07 FINAL INSPECTION**

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

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

**SECTION 5  
SUBCONTRACTS AND ASSIGNMENTS**

**ARTICLE 5.01 LIMITATIONS AND CONSENT**

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

**ARTICLE 5.02 RESPONSIBILITY**

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

**SECTION 6  
SECURITY AND GUARANTY**

**ARTICLE 6.01 CONTRACT SECURITY**

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

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

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

**ARTICLE 6.02 CONTRACTORS INSURANCE**

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

**ARTICLE 6.03 AGAINST CLAIMS AND LIENS**

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

**ARTICLE 6.04 MAINTENANCE AND GUARANTY**

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

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

**SECTION 7  
CHANGES**

**ARTICLE 7.01 MINOR CHANGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 8.02 SUPERINTENDENCE**

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

### **ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES**

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

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

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

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

### **ARTICLE 8.05 PAYROLL REPORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 10 PAYMENTS**

#### **ARTICLE 10.01 PRICES**

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

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

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

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

made therefor in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 10.06 FINAL PAYMENT**

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

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

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

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

**ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT**

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

**SECTION 11 MISCELLANEOUS PROVISIONS**

**ARTICLE 11.01 CONTRACTOR'S WARRANTIES**

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

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

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

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

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

**ARTICLE 11.03 SUITS AT LAW**

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

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

**ARTICLE 11.04 CLAIMS FOR DAMAGES**

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

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

**ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS**

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

**ARTICLE 11.06 LIABILITY UNAFFECTED**

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

**ARTICLE 11.07 INDEMNIFICATION PROVISIONS**

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

**ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN**

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

**ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED**

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

**ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR**

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

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

**ARTICLE 11.11 NUMBER AND GENDER OF WORDS**

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

**ARTICLE 11.12 ACCESS TO RECORDS**

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

**SECTION 12  
LABOR STANDARDS**

**ARTICLE 12.01 LABOR STANDARDS**

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

**ARTICLE 12.02 NOTICE TO LABOR UNIONS**

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

**ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS**

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

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

**ARTICLE 12.05 PREVAILING RATES OF WAGES**

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

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

\* \* \* \* \*

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

CITY OF TAMPA, FLORIDA

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

ATTEST:

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

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

\_\_\_\_\_  
Rachel S. Peterkin, Assistant City Attorney

Contractor

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

Title:

ATTEST:

\_\_\_\_\_  
Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

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

For a Corporation:

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

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

\_\_\_\_\_  
Notary

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

For an Individual:

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

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

\_\_\_\_\_  
Notary

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

For a Firm:

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

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

\_\_\_\_\_  
Notary

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

**PUBLIC CONSTRUCTION BOND**

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Owner is The City of Tampa, Florida

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

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

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

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

By \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

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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**S-80.01 STATE REVOLVING FUND (SRF) PROGRAM**

**SUPPLEMENTARY CONDITIONS (CONSTRUCTION)**

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Florida Department of Environmental Protection

State Revolving Fund Program

Supplementary Conditions

for

Formally Advertised

Construction Procurement

**TABLE OF CONTENTS FOR THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

<b>Article Number</b>	<b>Article Title</b>	<b>Page</b>
1	DEFINITIONS	SC-1
2	PRIVITY OF AGREEMENT/CONTRACT	SC-2
3	PROCUREMENT REQUIREMENTS	SC -2
4	RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES	SC -2
5	CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS	SC -3
6	BONDS AND INSURANCE	SC -3
7	AWARD OF AGREEMENT/CONTRACT	SC -4
8	ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES	SC -4
9	FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE	SC -4
10	DISADVANTAGED BUSINESS ENTERPRISES	SC -4
11	DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)	SC -5
12	EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)	SC -6
13	IMMIGRATION REFORM AND CONTROL ACT OF 1986 STATE OF FLORIDA EXECUTIVE ORDER 11-116)	SC -12
14	ENVIRONMENTAL COMPLIANCE	SC -12
15	FEDERAL LABOR STANDARDS PROVISION	SC -12
16	AMERICAN IRON AND STEEL PROVISION	SC -12
17	PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES	SC -12

<b>Appendix</b>	<b>Title</b>	<b>Page</b>
A	CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS	SC -13
B	GOALS AND TIMETABLES FOR MINORITIES AND FEMALES	SC -14
C	FEDERAL LABOR STANDARDS PROVISION	SC -15
D	AMERICAN IRON AND STEEL PROVISION	SC -23

## **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

### ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

## ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

## ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

## ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

**Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:**

- 4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.
- 4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.
- 4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

**Resolution of Claims and Disputes Between the Owner and the Contractor:**

- 4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.
- 4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

- 5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

**Bid Guarantees:**

- 6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

**Performance and Payment Bond(s):**

- 6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

**Insurance:**

- 6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

#### **ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT**

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

#### **ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES**

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

#### **ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE**

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

#### **NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS**

#### **ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES**

10.1 A goal of five percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of five percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods

or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

#### ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

##### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:

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

11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

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

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

**ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

**12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).** (Applicable to contracts/subcontracts exceeding \$10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-20 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

**12.2. Equal Opportunity Clause** (Applicable to contracts/subcontracts exceeding \$10,000)

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

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at [http://www.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster.pdf](http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf). The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

12.2.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

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

12.2.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

12.3.1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;

12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;

12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and

12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;

12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;

12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;

12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;

12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and

12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://egov.eeoc.gov/eeo1/eeo1.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
  2. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
  3. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by City of Tampa,  
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

\_\_\_\_\_  
(Signature of Authorized Official) (Date)

\_\_\_\_\_  
(Name and Title of Authorized Official [Print or Type])

\_\_\_\_\_  
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**GOALS AND TIMETABLES FOR MINORITIES AND FEMALES**

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

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Timetable	Goals (percent)
Indefinite	6.9

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Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at <http://www.civilrightsusa.gov/pdf/TAG%20-%20Constuction.pdf> . These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

**APPENDIX C**  
**TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**SUPPLEMENTARY CONDITIONS**

**Davis-Bacon Requirements**

**FEDERAL LABOR STANDARDS PROVISIONS**

**(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)**

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

**1 Minimum Wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

## **2. Withholding.**

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and Basic Records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

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

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

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

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

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

#### **4. Apprentices and Trainees.**

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

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

## **5. Compliance with Copeland Act Requirements.**

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

## **6. Subcontracts.**

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

## **7. Contract Termination, Debarment.**

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

## **8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

## **9. Disputes Concerning Labor Standards.**

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

## **10. Certification of Eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

## **11. Complaints, Proceedings, or Testimony by Employees.**

**A.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

### **C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **12. Guidance to Contractor for Compliance with Labor Standards Provisions**

### **a) Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

### **b) Complying with Minimum Hourly Amounts**

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

### **c) Overtime**

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

#### d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

#### e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

#### f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

#### g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

#### h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

## APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

### American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the City of Tampa ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (2)(b) above, contact Sheryl Parsons at USEPA Region IV. She can be reached by phone at (404) 562-9337.

**S-90.03 FL180159**

General Decision Number: FL180159 01/05/2018 FL159

Superseded General Decision Number: FL20170159

State: Florida

Construction Type: Heavy

County: Hillsborough County in Florida.

**HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

\* ELEC0915-003 12/01/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 28.18	38%+0.35

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 ENGI0925-010 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Cranes; Truck		
Cranes; Pile Driver		
Cranes; Rough Terrain		
Cranes; and Any Crane not		
otherwise described below...	\$ 29.61	11.50
Drill.....	\$ 29.61	11.50
Hydraulic Cranes Rated 100		
Tons or Above but Less		
Than 250 Tons; and Lattice		
Boom Cranes Less Than 150		
Tons if not described below.	\$ 30.61	11.50
Lattice Boom Cranes Rated		
at 150 Tons or Above;		

Friction Cranes of Any  
 Size; Mobile Tower Cranes  
 or Luffing Boom Cranes of  
 Any Size; Electric Tower  
 Cranes; Hydraulic Cranes  
 Rated at 250 Tons or  
 Above; and Any Crane  
 Equipped with 300 Foot or  
 More of Any Boom  
 Combination.....\$ 31.61                   11.50  
 Oiler.....\$ 22.91                       11.50

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 IRON0397-006 07/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.85	15.83

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 LABO0517-002 05/01/2017

	Rates	Fringes
LABORER: Grade Checker.....	\$ 19.20	7.85

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 PAIN0088-008 07/01/2017

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	10.18

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 SUFL2009-155 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
LABORER: Common or General.....	\$ 10.06	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 11.33	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 16.00	0.00
OPERATOR: Bulldozer.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84

OPERATOR: Loader.....	\$ 17.00	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====  
END

## **SPECIFIC PROVISIONS**

### **S-7.01 WORK DIRECTIVE CHANGE**

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

Without invalidating the Agreement, 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.

### **S-8.01 ORDER AND TIME OF WORK**

The work shall begin at such points as the Department shall designate and shall be prosecuted in the order it directs. This applies to both locations and items of construction. Where any of the work requires an interruption of service or plant operation, permission must be received from the Department and the work performed at times designated by it. The Contractor shall not be allowed to file claims for extra compensation of work prescribed by the Department. The Contractor shall make whatever arrangements are necessary and provide temporary lines and connections where designated by the Department.

### **S-14.01 LAYOUT DATA**

The City will provide horizontal and vertical control or reference points for each project, if required. From these control or reference points, the Contractor will set construction layout stakes and/or offsets necessary to complete the required work. All work shall be subject to field changes as directed by the Engineer. Compensation for construction layout will be included in the price of the various respective pay items for pipeline installation. Prior to commencement of construction, the Contractor shall obtain the Engineer's acceptance of the layout. It shall be the Contractor's responsibility to protect said stakes and/or offsets until (in the opinion of the Engineer) they have served their designated purpose. If re-staking and/or re-offsetting are required, the cost of re-staking and/or re-offsetting will be at the Contractor's expense.

### **S-15.02 EXISTING UTILITIES**

Any costs incurred as a result of damage to an “incorrectly” marked existing utility structure or appurtenances (except sanitary laterals – see S-20.01) are to be resolved with the owner of the damaged utility and are not the responsibility of the Water Department. “Incorrectly” marked (as defined in F.A.C. 556, the Underground Facility Damage Prevention and Safety Act) shall mean the hit location was more than 24” either side of the marking for 6” or smaller diameter pipe, or 24” outside of the marking (or double lines, if so marked) for pipes larger than 6” diameter.

### **S-16.01 TEMPORARY FACILITIES AND CONTROLS**

A) Temporary Water Supply

In lieu of the requirements outlined in Article G-7.01 of the General Provisions, all reasonable amounts of water required by the Contractor for the construction under this Agreement will be furnished by the City from the existing water system without cost to the Contractor. The Contractor shall request temporary hydrant meters (at no charge to the Contractor) with backflow prevention devices when connecting to existing water system hydrants. A security deposit for the meter is required. The deposit will be returned when the meter is returned to the Contractor. City Crews will install the meter with backflow-preventer on the hydrant. The Contractor shall make any necessary water supply connections at his own expense at a point designated by the City. These connections shall be maintained by the Contractor, who shall furnish all pipe, valves, and such other equipment necessary or required. Temporary piping may run above ground when there is no possibility of traffic, and it can be done safely. Otherwise, it must run underground and in such manner as to meet the approval of the City. No water shall be wasted.

At the discretion of the City, unnecessary waste of water after notification will be cause for use of water to be discontinued. After temporary lines have served their purpose, they shall be removed by the Contractor and all connections closed or plugged to the satisfaction of the City.

B) Temporary Sanitary Facilities

Necessary sanitary conveniences for the use of all employees shall be erected and maintained in a satisfactory and sanitary condition, per G-7.03. Upon completion of the work they shall be removed leaving the premises clean.

C) Temporary Traffic Control

The Contractor shall arrange his work in order to obstruct traffic as little as possible. Maintenance of traffic (MOT) shall conform to the requirements of Articles G-10.01 and 10.02 of the General Provisions and all requirements stated herein. All applicable Federal, State, Local regulations and permit conditions will be adhered to. All MOT plans require approval from the right-of-way regulatory agency.

To protect persons from injury and to avoid property damage, adequate barrier walls, barricades, construction signs, torches, flashers, and guards as required shall be placed and maintained during the progress of the construction work and until it is safe to use the construction area for its normal purposes. Whenever required, the Contractor shall provide a watchman to prevent accidents. Rules and regulations of Local, State and Federal authorities in regard to safety provisions shall be observed. In addition, the installation of all mains and appurtenances shall comply with all requirements of the Occupational Safety and Health Administration (OSHA). The safety of the public and the work crews must be considered at all times. Because of the numerous conditions that must be considered, special traffic control planning must be made for each area within the construction limits.

In the absence of other regulatory requirements, the traffic control devices, the arrangement or position of the devices and the distances of the devices must be in conformance with the policies, procedures and regulations of the regulatory authority in charge of the right-of way or Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as a minimum standard. In FDOT rights-of-way, the MUTCD, the "Standard Specifications for Road and Bridge Construction" and the "FDOT Roadway and Traffic Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System"

shall be used. The Contractor shall not use fewer control devices, or reduce the signing, barricading or coning distances, to below these Minimum Standards. The Contractor is expected to expand or improve the installation whenever the need is indicated. Traffic movement through the work site is to be observed, and maintenance of all traffic control devices is expected during the construction period.

Prior to commencing work, the Contractor shall obtain permission from the appropriate Federal, State or local agency before construction starts and before making full or partial street closures, if such is allowed. When the appropriate agency requires plans for maintenance of traffic, the Contractor shall provide the necessary signed and sealed plans to the agency and to the Engineer. The Contractor shall be responsible for the re-routing of all traffic occasioned by the closure and will provide all necessary barricades, guards, signs, etc. If it becomes necessary to block vehicular or pedestrian access to private property, the Contractor shall prior to proceeding with the excavation, make arrangements acceptable with the owners or occupants and the Engineer.

### **S-17.01 MAINTENANCE AND RESTORATION OF JOB SITE**

The Contractor shall conduct his operations in such a manner that will result in a minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require as determined by the Engineer. All restoration must be performed to an equal or better condition than that which existed prior to construction.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Engineer. Good housekeeping at the job site shall include: removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc. from excavations to a dump provided by the Contractor; and all clean-up shall be accomplished to the satisfaction of the Engineer. Immediately after construction is completed in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

In the event that the timely clean-up and restoration of the job site is not accomplished to the satisfaction of the Engineer, the Engineer may make arrangements to effect the necessary clean-up by others. The Contractor shall be back-charged for these costs. If such action becomes necessary on the part of and in the opinion of the Engineer, the Department shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean-up.

At the completion of each workday, the Contractor shall fill all open trenches and pits. Trenches and pits may remain open only if the Contractor has obtained permission from the appropriate permitting agency and all protection and warning devices are in place in working order.

The Contractor shall replace all open cut road pavements with a temporary compacted surface capable of supporting sustained vehicular loads as soon as possible once the trench or pit has been filled and compacted in 6-inch lifts. The temporary surface shall be maintained by the Contractor at the elevation of the adjacent road surfaces.

The Contractor is responsible for the security of all tools, materials and equipment required for this project and must make all arrangements for safeguards he may deem necessary. The City will assume no liability for any such security or losses resulting from lack of security.

### **S-20.01 SANITARY HOUSE CONNECTION CONFLICTS**

Where sanitary house laterals are damaged or broken as a result of Contractor performed water or stormwater construction, such laterals shall be restored by the Contractor according to the City of Tampa Sanitary Sewer Department's specifications and to the satisfaction of the Engineer.

If City Wastewater forces were contacted (notified of impending construction) a minimum of two (2) full business days prior to the excavation that resulted in damage to the facility, and if the facility hit was marked incorrectly (meaning the hit location was more than 24” either side of the marking for 6” or smaller diameter pipe, or 24” outside of the double lines marked (if double lines were marked) for pipe larger than 6” diameter), then the Contractor shall receive compensation for the replacement based on the applicable unit rates provided in the Contract.

If the damaged lateral was correctly marked in the field by City Wastewater forces, no extra compensation shall be paid for this work.

Additional compensation for damaged lateral replacement is contingent upon Contractor compliance with SSOCOF guidelines for excavating. If determined that the Contractor’s excavation was not in compliance with SSOCOF Guidelines, additional compensation will not be allowed for the lateral replacement.

### **S-21.01 STREET AND TRAFFIC SIGNS**

Removal and relocation of all street or traffic signs shall be approved through the City of Tampa Department of Public Works Traffic Engineering Division, Hillsborough County Traffic, Florida Department of Transportation, City of Temple Terrace or other applicable permitting agency.

### **S-22.01 GRADES AND DRAINAGE AT STREET INTERSECTIONS**

The Contractor shall pay careful attention to the proper reconstruction of the pavement adjacent to the gutters and at street intersections to obtain satisfactory drainage to the inlets from the intersecting streets. Prior to construction, the Contractor shall determine the flow of water along a street, document where standing water is present.

### **S-23.01 LINES AND GRADES OF WATER MAIN INSTALLATION**

In addition to requirements of Section 8 of the General Provisions, the Contractor is responsible for confirmation of the location of the pipe installation both horizontally and vertically where stated on the plans. These locations are indicated by station and offset. Any deviation from the plans shall be documented by confirmation of vertical and horizontal locations.

All elevations shall be referenced to the following datum:

North American Vertical Datum of 1988 (NAVD88)

NAVD88 is the vertical control datum established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. The NAVD 88 was established in 1991 by the minimum –constraint adjustment of geodetic leveling observations in Canada,

the United States and Mexico. It held fixed the height of the primary tidal bench mark, referenced to the International Great Lakes Datum of 1985 local mean seal level height value, at Rimouski, Quebec, Canada. Additional tidal bench mark elevations were not used due to the demonstrated variations of seal surface topography, i.e., the fact that mean seal level is not the same equipotential surface at all tidal bench marks.

Current City of Tampa Datum (beginning in early 1970's) = NGVD29

Hillsborough County Datum = NAVD88

New FEMA Flood Maps Datum = NAVD88

There is no universal conversion between NGVD and NAVD88 because each datum is based upon an ellipse and the ellipses are not concentric. However, specific points can be converted from one datum to another using a software program (Corpscon 6.01) developed by the US Army Corps of Engineers.

**Note: The Contractor is to use existing as-built drawings cautiously as the drawings may have been prepared using the NGVD 29.**

### **S-28.01 TREE REMOVAL**

The Contractor shall be extremely careful and make all efforts to preserve existing trees, plants, and shrubs within the construction area.

Any existing trees, plants, and shrubs to be removed shall be with the prior approval of the Engineer and in accordance with City of Tampa Landscape Ordinance No. 89-262, latest edition, or the requirements of the local agency responsible for overseeing those activities. Separate payment shall be made to the Contractor for the tree removal under the appropriate pay item.

### **S-30.01 MAINTENANCE OF CONTINUOUS WATER SERVICE**

At the conclusion of every work day, the Contractor is responsible for ensuring that all water services within his effective work area are in service. If a water customer contacts the Department to advise that they have no water service and it is determined to be within the Contractor's work area, the Contractor will be notified of the interrupted service through the Department dispatcher and/or inspection division. Upon notification, the Contractor must mobilize to the site and reinstate the customer's water service.

If the Contractor fails to mobilize his forces to make the repairs, the Department will mobilize its own forces to reinstate the customer's water services. In this event, the Contractor shall be charged a five hundred dollar (\$500.00) flat rate fee plus actual direct department costs for labor, materials, and equipment used to reinstate the water service. This five hundred-dollar fee and Department cost will be charged for each additional service reinstated. The amount charged will be deducted from the Contractor's payment.

### **S-31.01 SHUTDOWNS**

Unless otherwise approved by the Engineer in an emergency situation, scheduled shutdowns may only occur on Mondays, Tuesdays and Wednesdays. The Contractor shall notify the Engineer at least two weeks in advance of the need for a scheduled shutdown.

Where connections are made to the existing mains, or where other occurrences require a shutdown, the

Contractor shall work with the City to perform the work necessary to complete the shutdown. The City will make every effort in advance to perform pre-valve shutdowns, but there are no guarantees as to whether or not all valves will properly seat in order to guarantee a complete shutdown. In the event of an emergency, the Contractor shall immediately notify the City.

### **S-39.01 VALVE OPERATIONS ON NEW WATER MAINS**

Valve operated on new mains that have been connected to the City of Tampa water distribution system in order to flush and clear lines are to be opened and closed very slowly. Damages to the existing water system due to Contractor(s) closing valves on the new main too quickly will be assessed to the Contractor.

### **S-40.01 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 as defined below.

The City of Tampa will provide a construction plan in 2017 AutoCAD Civil 3D to the Contractor for use in creating the As-built.

The Contractor shall provide the City of Tampa with an unlocked AutoCAD Civil 3D drawing electronic file (.dwg format, 2013 or later) with an updated and accurate pipe network(s) that depicts final field conditions. In addition, the Contractor shall provide One (1) Electronic Copy in Portable Document Format (PDF) of As-Built drawing, and One (1) Signed and Sealed (by a Florida registered Surveyor) hard copy (24" x 36" Paper) of As-Built. (Digitally signed and sealed is acceptable)

The pipe network file shall reflect the x, y, and z [Easting(x), Northing(y), Elevation (z)] at all water fittings, bends, tees, reducers, valves, hydrants, and every 50' interval along the water pipeline. The As-built shall be geo-referenced to the Florida State Plane Coordinate System, Traverse Mercator, West Zone of 1983 in feet (NAD 83-90 FT). All vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88).

### **S-50.01 DISINFECTION TESTING**

The Department will require the Contractor to perform the required tests to ensure that all pipe installed including service lines meets the Department's standards. The required tests are as follows:

The Contractor shall disinfect the water mains in accordance with the applicable section of the latest AWWA Specification C651, as summarized below. The Contractor, if directed, shall use the method specified by the Engineer.

Method of Chlorination

#### 1. Slug Method

The slug method consists of: a) Completely filling the main in order to remove air pockets, b) flushing the main with a velocity of not less than 2.5 feet per second (fps) in order to remove particles, c) at a point not more than 10 feet downstream of the water source flushing the new main; chlorine is to be continuously

injected for a sufficient period to develop a solid column or "slug" of chlorinated water, d) the slug of chlorinated water is to move through the main exposing all interior surfaces to a chlorine concentration of approximately 100 mg/L for at least a 3 hour period.

## 2. Continuous Feed Method

The continuous feed method consists of a) completely filling the main to remove air pockets, b) flushing the main with a velocity not less than 2.5 fps, c) at a point not more than 10 feet downstream of the water source flushing the new main; chlorine is to be injected in the new main at a constant rate sufficient to establish a 25 mg/L chlorine concentration throughout the main, d) Note table for amount of sufficient chlorine required for each 100 foot section of pipe of various diameters.

Pipe Diameter	100% Chlorine (1b)	1% Chlorine Solution (gal)
4	0.013	0.16
6	0.030	0.36
8	0.054	0.65

The chlorinated water shall be retained in the main for at least 24 hours and have a residual of not less than 10 mg/L free chlorine prior to flushing.

## 3. Testing

Upon completion of the hydrostatic test and disinfection, the Contractor shall contact the Department's Construction Section requesting a bacteria test. The Contractor shall install sample taps on the new main and at the end of each new branch of the piping system. The Contractor shall flush the chlorinated disinfection water from the piping system until a free chlorine residual of 1 to 1.5 mg/L is maintained. The Engineer will pull a water sample on 2 consecutive days allowing 24 hours for each sample to be processed.

The contractor shall coordinate the scheduling of the sampling procedure a minimum of one-week in advance of wanting the sample to be pulled. Due to the varying workload, the sample will be scheduled and pulled as the schedule permits. All failed samples, or samples that are not ready at the time of collection, will be charged to the contractor at the current rate it costs the Department per sample.

Due to the requirements from the FDEP, the contractor may be required to remobilize to the job site thirty to forty-five days after the samples have been cleared to perform necessary meter transfers and/or cut and plugs.

Samples for bacterial analysis will be taken and analyzed by the Department. The sampling process may only begin on Mondays or Wednesdays. Two consecutive approved samples, taken 24 hours apart, will be required. Those samples will be pulled by the Water Department 24 hours apart. If the first sample is taken on Monday, the second sample must be taken on Tuesday. If the first sample is taken on Wednesday, the second sample will be taken on Thursday. No samples will be taken on Friday and the sampling process will not begin on Tuesday or Thursday. All drilling and tapping equipment shall be sterilized as directed by the Engineer.

After completing the testing and sterilizing and regardless of ground conditions, all sample taps and corporation stops shall be removed from the pipe and replaced with tapered brass plugs.

### **S-60.01 HYDROSTATIC TESTING**

#### 1. Pressure Testing

All newly laid pipe, including fittings, valves and service lines shall be pressure tested in accordance with AWWA Standard C600 and these documents where applicable.

The Contractor shall provide all necessary equipment and instrumentation (pressure gauges, volume gauges, hoses pumps, test pipe, test fittings, etc.) required for flushing and testing of the piping systems. Pressure gauges shall be marked in graduated increments that do not exceed 2 pounds per square inch. Gauges used to measure the volume of water necessary to raise post-test line pressure back to the highest pressure achieved during the test duration will be marked in graduated increments which do not exceed 5 ounces. If requested by the Engineer, the Contractor shall furnish to the Engineer certified test data for the pressure gauges and recorders used on hydrostatic equipment. Water for test purposes will be supplied by the Department. At the option of the Engineer, flow meters and/or pressure gauges used on hydrostatic testing equipped with approved strip or round chart recorders shall be supplied by the Contractor. Tests shall be made in sections not to exceed 1/2 mile. Testing shall be conducted in the presence of and to the satisfaction of the Engineer as a condition precedent to the approval and acceptance of the system. Not less than 3 days of notice shall be given prior to start of such tests, and such testing shall not be scheduled until preliminary testing by the Contractor has indicated that the test section is ready for testing. The schedule and procedures for testing shall be determined by the Contractor and reviewed with the Engineer prior to testing.

The duration of each pressure test shall be at least 2 hours with a minimum test pressure in excess of 150 psi. At no time shall the test or line pressure exceed 190 psi. If required by the Engineer, pump test equipment will be equipped with pressure relief valves pre-set to 190 psi. Each valved section of pipe shall be slowly filled with water and a pump shall be connected to the low point of the section being tested.

Before conducting the test, the Contractor shall backfill all pipe and reaction blocking unless the Engineer directs certain joints or connections to be left uncovered. When reaction blocking is provided, the pressure test shall not be made until adequate curing time for the blocking has been allowed.

Before application of the test pressure, all air shall be expelled from the pipe. To accomplish this, taps will be made, if necessary, at points of highest elevation and afterward tightly stopped with tapered brass plugs, all at the Contractor's expense.

At the end of the 2-hour test period, the Contractor will be required to pump the lines back up to the highest pressure obtained during the duration of the test period.

Pressure tests shall be made between valves to demonstrate the ability of the valve to sustain pressure. All piping systems shall be tested in accordance with these test methods in addition to any other tests required by local plumbing codes or building authorities.

Throughout the duration of the test, the Contractor is required to maintain a minimum pressure in excess of 150 psi. The Contractor is advised that, should the test pressure fall to or below 150 psi any time during the 2-hour test, the test will be considered invalid and a retest will be required. Therefore, it is advised that the Contractor should pump water into the line as the test pressure approaches 150-psi.

The Contractor is warned that pressure testing against existing valves is done at his own risk. Failure of these valves to hold test pressure will not relieve the Contractor of the pressure testing.

All exposed pipe, fittings, valves and joints shall be carefully examined for leaks. Any cracked or defective pipe, fittings, valves or other appurtenances discovered as a consequence of the pressure test shall be removed and replaced with acceptable material. All leaking or defective joints shall be repaired, corrected or replaced. After all necessary replacements and corrections have been made, the test shall be repeated to the satisfaction of the Engineer.

If the pipeline fails the pressure test twice, then the Contractor shall be required to retest the pipeline and provide to the Department certification by a Professional Engineer registered in the State of Florida, that the pipeline has passed the test in accordance with these standards prior to the Water Department scheduling and witnessing the pressure test.

## 2. Leakage Tests for Pipelines

Concurrently with pressure testing, pipelines shall be subjected to leakage tests.

Leakage measurements shall not be started until a constant test pressure has been established in excess of 150 psi.

The duration of each leakage test shall be at least 2 hours and the test pressure shall be as specified for the pressure tests. Leakage is defined as the quantity of water that must be supplied into the pipeline or section thereof to maintain the established test pressure after the air in the pipeline has been expelled and the pipe filled with water plus that volume of water required at the conclusion of the test to bring the line pressure back up to the highest pressure obtained during the duration of the test period.

The maximum allowable leakage shall not exceed the number of gallons per hour (gph) as determined by the following formula:

$$L = (SD \times \sqrt{P})/148,000$$

where,

L - allowable leakage, gph

S - length of pipeline tested, feet

D - nominal diameter of the pipe, inches

P - average test pressure during the leakage test, psi gage

When leakage exceeds the allowable limit, the defective pipe or joints shall be located and repaired. All visible leaks are to be repaired regardless of the amount of leakage. If the defective portions cannot be located, the Contractor shall remove and reconstruct as much of the work as is necessary until the leakage is within the allowable limits. Such corrective work or damages to other parts of the work as a result of such work shall be at the Contractor's expense.

Leakage detection at mechanical joints shall be stopped by tightening the gland (not to exceed required torque) and leaking slip joints shall be cut out and entirely replaced or if permission is given by the Engineer, it may be repaired by a suitable clamp. Any split, cracked or defective pipe, fittings, valves, or hydrants discovered as a result of this test shall be removed and replaced by the Contractor with sound material and then test shall be repeated.

If the pipeline fails the test twice, the Contractor shall be required to retest the pipeline and provide the Department certification by a Professional Engineer registered in the State of Florida that the pipeline has passed the test in accordance with these standards.

The CONTRACTOR shall keep at the Site and in good order one record copy of the Contract Documents and the Shop Drawings. The contract documents shall be annotated (red-lined) on a continuing basis to show all changes made during the construction process. These shall be available to the Engineer or his designated representative and shall be submitted for City's acceptance prior to Substantial Completion. Final payment shall be dependent on the City's acceptance and approval of record drawings or close-out paperwork required for each work order issued.

### **S-70.01 RESTORATION**

#### **1) GENERAL**

- a) The various street surfaces disturbed, damaged, or destroyed during the performance of the work under this Contract shall be restored and maintained as shown, specified, and directed. Included in this classification are permanent pavement surfaces of all types, pavement bases, curb, curb and gutter, alleys, driveways, and sidewalks.
- b) The quality of workmanship and materials used in the restoration shall produce a street surface equal to or better than the condition before the work began.
- c) Service boxes, manhole frames and covers, and similar structures not conforming to the new work shall be set to established grade at the Contractor's expense, and no separate payment will be made therefor.
- d) All portland cement and asphaltic concrete pavements shall be removed in rectangular sections with sawed vertical cuts, or to existing joints, as directed by the Engineer. Concrete pavements shall be cut with a concrete saw. Asphaltic concrete pavements one-inch thick or greater shall be cut with a tool having a square neat edge. The edges of adjacent pavement shall be trimmed to straight lines which a roller can follow. Where reinforced concrete pavement is removed, one foot of existing reinforcement on each side of the excavation shall be left exposed and tied to the replaced reinforcing steel.
- e) The equipment necessary for the proper performance of pavement replacement shall be on the site in satisfactory working condition and shall be subject to approval of the Engineer before the work is started.
- f) All replaced concrete pavements shall have a minimum bearing on undisturbed earth outside the line of excavations of at least nine (9) inches.

**2) STANDARDS**

- a) The restoration of street pavement shall be performed in strict conformance with the standards relating to equipment, materials, and methods of construction of the authority having jurisdiction over the pavements, unless otherwise specified herein. Pavements to be restored are under the jurisdiction of the several agencies as follows:
- i) State Highways are under the jurisdiction of the State of Florida Department of Transportation. Work on such pavements shall conform to the Department of Transportation Standard Specifications for Road and Bridge Construction.
  - ii) City Streets are under the jurisdiction of the City of Tampa Department of Public Works. Work on such pavements shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, except that densities (including for subgrade) and other testing requirements shall follow current Department of Public Works specifications. The type and thickness of pavement, base and stabilization shall be as shown, specified, and directed by the Engineer.
  - iii) County Roads are under the jurisdiction of the Hillsborough County Engineering Department. Work on such pavements shall conform to County specifications.
- b) All specifications of the several agencies having jurisdiction over pavement restoration work shall be the current issue of such specifications as of the date of the "Notice to Bidders," except as specified otherwise herein.

**3) TEMPORARY RESTORATION**

- a) Upon completion of backfilling, the street or sidewalk surface damaged or destroyed shall be promptly placed in condition for safe temporary use. Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid, or until final acceptance of the work.
- b) Where the area over which existing pavement has been disturbed is to be repaved as part of an overall project by the agency having jurisdiction, any special temporary pavement replacement shall be as specified in the "Specific Provisions."
- c) Pavement surfaces shall be temporarily restored by placing thereon, to proper line, grade and transverse profile, a layer or layers of compacted base material, as specified, conforming to all requirements regarding configuration, thickness, and density as detailed in the Plans, specified, and directed by the Engineer. When the compacted thickness of the base layer is greater than 6 inches, the base shall be constructed in multiple courses. Each course shall not exceed 6 inches in compacted thickness. Where the existing pavement has a permanent wearing surface, the temporary pavement shall be finished with a suitable grade of asphalt and sand to provide a temporary wearing course and to eliminate dust nuisance.
- d) Curbs, where possible, shall be temporarily reset in place, as part of the work of temporary

restoration of pavement.

- e) Damaged or destroyed sidewalks shall be temporarily restored, immediately upon placing of the backfill, by placing a compacted layer of crushed concrete or similar material, which shall have a minimum thickness of three inches below the existing finished sidewalk grade.
- f) The temporary pavement shall be maintained by the Contractor and all holes and depressions filled until the permanent pavement is placed.
- g) Crushed concrete or similar material placed in areas where the existing pavement is shell, limerock, crushed stone, or other similar material shall be classified as nonpermanent pavement, will not be measured for separate payment.
- h) Temporary sand and asphalt wearing courses placed on base on which a permanent pavement surface will be constructed shall be incidental to the permanent pavement base work, and no separate payment will be made therefor.
- i) Limestone screenings for temporary sidewalk surface shall be incidental to sidewalk replacement, and no separate payment will be made therefor.
- j) Base material placed in areas to receive a permanent pavement surface will be measured for payment under the appropriate Contract Item for permanent pavement base or as part of the Lump Sum price.

**4) PREPARTION OF TEMPORARY PAVEMENT**

- a) After due notice and within the time specified, the temporary pavement shall be prepared as the base to receive the new permanent pavement surface.
- b) Prior to construction of the pavement base, the City will furnish the Contractor with the preconstruction survey notes for the streets disturbed by construction. The Contractor shall use these notes in bringing the base installed to grade allowing for the permanent pavement surface to be constructed.
- c) The preparation of the base shall consist of bringing the area to be replaced to a grade conforming to the required grade and cross section, of uniform density, ready to receive the permanent pavement. This is to be accomplished by excavating or backfilling as needed, shaping, watering as required, or permitting to dry to proper consistency, and rolling the entire area with an approved self-propelled roller weighing not less than eight tons. Shaping and rolling shall be continued until the base has been properly prepared and shows that no further compaction of any practical benefit would result from continued rolling. The base shall be tested as to cross section, crown, and elevation. After being properly prepared, it shall be so maintained until the permanent pavement is constructed. Any part of the base area not accessible to the roller shall be thoroughly compacted by hand or by mechanical compaction in a manner acceptable to the Engineer. Preparation shall include sawing, cutting and trimming edges of existing pavements to provide a neat, uniform edge to abut the new pavement.

- d) After completion of the base, the Contractor shall furnish the Engineer with survey notes verifying the base has been constructed to grade. Upon approval, payment will be made for permanent pavement base.

**5) PERMANENT PAVEMENT BASE DENSITIES**

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

**6) PERMANENT PAVEMENT SURFACE RESTORATION**

- a) Permanent restoration of pavement shall be pavement of the type and thickness detailed in the Plans, Specific Provisions, or as directed by the Engineer.
- b) If the existing type of pavement is classified as nonpermanent pavement, the temporary restoration shall be reworked and completed and left in a condition at least equivalent to the existing nonpermanent pavement.

**7) REPLACEMENT OF CURB, CURB & GUTTER, SIDEWALK & DRIVEWAYS**

- a) All permanent restoration of street curb or curb and gutter shall be of the same type and thickness as the curb or curb gutter which abuts. The grade of the restored curb and curb and gutter shall conform with the grade of the existing adjacent curb or curb and gutter.
- b) Except as otherwise specified herein or detailed in the Plans, all permanent restoration of driveways and sidewalks shall conform to the manner of construction as originally placed and to the lines and grades as given by the Engineer. No patching of concrete driveway areas will be allowed between joints or dummy joints.
- c) Where sidewalks are replaced, the replacement shall be the full width of the walk and minimum lengths shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement, and no separate payment will be made therefor.

**8) REPLACEMENT OF TRAFFIC MARKINGS & SIGNALIZATION LOOPS**

- a) The Contractor shall furnish all labor, equipment and materials to replace, test, and maintain all traffic markings (temporary and permanent) and signalization loops removed or damaged by pipeline construction and appurtenance work as shown on the Plans, specified and directed by the Engineer.
- b) The replacement of traffic markings (temporary and permanent), signalization loops and all appurtenant work shall be replaced by the Contractor in kind.
- c) It shall be the Contractor's responsibility to field verify before construction begins all markings and signalization loops to be replaced.
- d) All traffic markings and signalization loops shall conform to the Workmanship and Materials standards set forth in the latest edition of the Florida Department of Transportation Standard and Supplemental Specifications.

- e) Payment for the replacement of temporary and permanent traffic markings, signalization loops and all appurtenant work shall be included in the unit bid price for Permanent Pavement Surface Replacement, Asphaltic Concrete, or as part of the Lump Sum price and no separate payment shall be made therefor.

**S-80.01 ROOT PRUNING AND TREE PROTECTION**

The Contractor is responsible to protect all trees (public and private) within the vicinity of proposed construction in accordance with Chapter 13 of the City of Tampa code, and standards therein. Excavation within the protective radius of trees requires root pruning with the appropriate equipment to assure roots are severed clean at the approved radius. Excavations shall not be performed in tree root zones without cutting roots cleanly -- cutting roots via back hoe is unacceptable. Branch pruning is not authorized without prior approval from the City of Tampa Planning and Development Department, Natural Resource Section, and if authorized shall be completed by a certified arborist and in compliance with ANSI A-300 tree trimming standards.

**S-90 FDEP SUPPLEMENTARY CONDITIONS, DAVIS-BACON & AIS REQUIREMENTS**

Because project construction is being funded through the Florida Department of Environmental Protection (FDEP) State Revolving Fund, FDEP's State Revolving Fund Program Supplementary Conditions are applicable to the project. These requirements are supplemental to other specifications and requirements in this document and Contractor conformance with them is required. The complete FDEP SRF Supplementary Conditions begin on the next page:



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

[ ] Partial [ ] Final

Contract No.: \_\_\_\_\_ WO#,(if any): \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount(including change orders):\$ \_\_\_\_\_

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

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

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

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

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



**Page 2 of 2 – DMI Payment**  
**Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form**  
**(Form MBD-30)**

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

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

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

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

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

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

## **CONTRACT PAY ITEMS**

### **C1.00 General**

The Contractor shall receive and accept the compensation provided in the Proposal and the Agreement as full payment for furnishing all materials and all labor, tools and equipment, for performing all operations necessary to complete the work under the Agreement, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Department.

It is the intent of these contract documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be basis for rejection of his bid.

The prices stated in the Bid Proposal include all costs and expenses for taxes, labor, equipment, commissions, transportation charges and expenses, patent fees and royalties, labor for handling material during inspection together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The basis of payment for any item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

No separate payment will be made for the following items; the cost of such work shall be included in the applicable contract pay items of work, including separate mobilization/ demobilization charges for compliance with FDEP or any other agency:

1. Clearing and grubbing;
2. Excavation, including necessary pavement/slab removal;
3. Shoring and sheeting as required by OSHA trench excavation safety standards unless specifically provided for in a pay item;
4. Dewatering and proper disposal of all water unless specifically provided for in a pay item;
5. Backfill and proper compaction, including suitable fill;
6. Grading;
7. Replacement or restoration of paved or unpaved roadways, grass and shrubbery plots outside of established pay limits;
8. Temporary facilities and controls during construction such as water/sanitary facilities, traffic control, informational signs and environmental protection, unless specifically provided for in a pay item;
9. Providing and maintaining silt barriers for drainage structures and silt fences for the duration of the project;
10. Removing and legally disposing of waste material due to construction, including but not limited to valve boxes that need to be removed from abandoned water mains;
11. Cleanup and restoring the job site to its original condition, which includes but is not necessarily limited to restoring the ground surface to its original grade;
12. Testing and placing system in operation, including re-mobilization for FDEP testing;

13. Any material and equipment required to be installed and used for the tests;
14. Maintaining the existing quality of service during construction, including flushing mains that are cleared but not put into service after the bac-T tests are complete;
15. Repair of sanitary sewer house laterals that were properly marked (see Specific Provision S-20.01)
16. Repair of water services damaged during construction;
17. Adjusting new or existing water meter boxes to grade which are affected by construction;
18. Appurtenant work as required for a complete and operable system;
19. Coordination with all Federal, State and Local agencies and utilities;
20. Cutting of existing or new pipe for purposes of abandonment or installation of new pipe, valves or fittings;
21. Tree trimming as required by the City of Tampa Parks Department or any other agency unless specifically provided for as a contract item;
22. Verification of pipe elevation as stated in Section 8 of the General Provisions and Section S-23.01 the Specific Provisions;
23. Repair of private irrigation systems damaged during construction;
24. Furnishing and installing suitable temporary fences, as directed by the Engineer, to adequately secure areas protected by a permanent fence when that permanent fence must be removed. The temporary fence shall remain in place until the permanent fence is replaced;
25. Furnishing and installing all HDPE MJ adapters, HDPE flanged adapters, HDPE electrofusion tapping tees, electrofusion corporation saddles or HDPE electrofusion couplings;
26. Maintaining red-line drawings of changes to construction plans, to be submitted for FDEP clearance;
27. Furnishing record drawings based on the redline drawings in AutoCAD 2015 or higher and one set of drawings on paper. The City will provide the AutoCAD plans used for the design.  
**Final Payment will not be made until As-built drawings are received.**
28. Furnishing and installing polyethylene encasement per Standard Detail 2.05 for all buried ductile iron pipe, all fittings and tapping sleeves.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Proposal or Contract Pay Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

The City shall have the option of making monthly partial payments on work that exceeds \$100,000.00. Payment of these partial payment requests shall be for the approved and accepted amount of work that the Contractor has accomplished in the previous month. The approved amount of work is defined as that amount of work associated with an active work within the project which, in the opinion of the Engineer, is progressing at a satisfactory rate of completion. Satisfactory rate of completion is interpreted to mean that once project is started by the Contractor, the job must be actively pursued to include site preparation, utility and agency coordination, installation of all pipe and appurtenances, restoration, clean up, testing, disinfection, and final acceptance.

Following final payment by the City, the Contractor shall maintain the surface of the unpaved trenches, shrubbery, fences, sod, and other surfaces disturbed for a period of one (6) months

thereafter and shall maintain the repaved areas, curbs, gutters and sidewalks, trees, if replaced by the Contractor, for one (1) year after acceptance. The cost of maintaining the restored areas is considered incidental to the cost of restoring the areas disturbed by the Contractor. These costs shall be prorated and included in the cost for the bid item for which it is required.

The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

All work shall be in accordance with the Technical Specifications and Standard Details herein. All materials shall be in accordance with the Material Specifications herein.

## **C2. 00 Pipeline Installation**

### **C2.10 Ductile Iron Pipe via Open-Cut**

The Contractor shall provide all labor, equipment, and materials to furnish and install the ductile iron pipe.

Furnishing and/or installing ductile iron shall include, but may not be limited to:

1. Furnishing all construction layouts as outlined in Section S-14.01 and S-23.01;
2. Field locating all utilities to confirm horizontal and vertical location in areas of possible conflict;
3. Furnishing all labor equipment and materials to excavate the trench;
4. Maintaining the trench which shall include dewatering and sheeting and bracing as required by OSHA or as directed by the Engineer standards unless specifically provided for in a pay item;
5. Cleaning dirt and foreign material from within pipe and bell;
6. Beveling field-cut joints and pipe shorts;
7. Furnishing and installing EPDM gaskets for all DIP;
8. Furnishing and installing Department approved pipe and any pipe shorts as part of the pipeline;
9. Furnishing and installing Department approved pipe in casing pipe when shown on the plans;
10. Installing push-on joint restraint gaskets for DIP as shown on the plans or as directed by the Engineer (furnishing push-on restraint gaskets will be compensated under appropriate pay items);
11. Furnishing and installing blue for polyethylene encasement per standard detail 2.05;
12. Furnishing and installing 4,6, & 8-inch nominal diameter ductile iron pipe at various depths;
13. Cleaning up and removing excess water main pipe and appurtenances;
14. Pressure testing the water main pipe;
15. Furnishing and installing temporary pipe short's valves and bends for full port flushing;
16. Furnishing and installing valve location protection devices per Standard Detail 3.05 whenever needed to keep valve locations visible;
17. Disinfecting the water main pipe and bacteriological testing;

18. Furnish and apply paint for any above ground or aerial crossing pipe and appurtenances. Paint to be high-grade enamel, OSHA blue for potable water or purple for reclaim water as directed by the Engineer;
19. Backfilling and compacting the trench;
22. Cleaning up and restoring the job site which shall include re-grading the terrain; and
23. Removing and legally disposing all waste materials.

Cover over pipe shall be defined as the vertical distance from the top of the pipe to the surface grade above the main. Trench depth shall be defined as the vertical distance from the bottom of the barrel of the pipe to the surface grade above the main.

Payment for connecting new water mains to existing water mains will be made utilizing the contract unit price for installing the fittings, polywrap, or valves used in the connection.

The cost to hydrostatically test and disinfect the ductile iron water mains shall be prorated and included in the pipeline construction unit prices. The prorated cost should include, but may not be limited to furnishing and installing all:

- 1) Material;
- 2) Labor;
- 3) Necessary pumps;
- 4) Recorder charts;
- 5) Gages (300PSIG limit, oil filled);
- 6) Chemicals;
- 7) Temporary valves;
- 8) Temporary plugs;
- 9) Sample taps, (including installation of brass dry main plugs after tap removal);
- 10) Blow off assemblies (including removal after disinfection is complete);
- 11) Dry main plugs;

necessary to pressure test and disinfect various sizes and depths of ductile iron pipe. Furthermore, no extra compensation shall be paid to the Contractor for:

1. Furnishing and installing brass, dry main plugs at the locations of all removed sample taps, or
2. Removing existing "end of line" or blow-off valves after the pipeline has been disinfected and prior to connecting the newly installed pipeline to the existing water main.

All temporary materials or materials not remaining in the ground after the completion of the disinfection and pressure testing shall remain the property of the Contractor.

The pipe quantities to be paid for under this section shall be based on the size and the horizontal distance in linear feet of ductile iron pipe measured along the top centerline of the pipe in place complete and acceptable to the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
2100	Furnish and install 4" ductile iron pipe (0-5' trench)	LF
2101	Furnish and install 4" ductile iron pipe (+5' trench)	LF
2102	Furnish and install 6" ductile iron pipe (0-5' trench)	LF
2103	Furnish and install 6" ductile iron pipe (+5' trench)	LF
2104	Furnish and install 8" ductile iron pipe (0-5' trench)	LF
2105	Furnish and install 8" ductile iron pipe (+5' trench)	LF

**C2.60 Cutting & Plugging**

The Contractor shall provide all labor, equipment and materials to cut and plug 8-inch and smaller pipe as designed on the plans or as directed by the Engineer. To cut and plug pipe shall include, but may not be limited to:

1. Excavating and maintaining the trench;
2. Performing a minimum of two complete cuts of the pipe to facilitate the plugging.
3. Removing of pipe or appurtenances to allow for the installation of plugs on 8" or less open ends of pipe;
4. Furnishing and installing grout to plug any abandoned open end(s) pipe;
5. Furnishing and installing cap(s) or plug(s) and restraints to adequately withstand a working pressure of 150 psi, on all in-service open end(s) of pipe;
6. Backfilling and compacting the trench;
7. Cleaning up and restoring the job site which shall include re-grading the terrain and;
8. Removing and legally disposing of all waste materials.

Payment shall be made for each cut and plug accomplished and accepted by the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
2600	Cut and Plug 3" and smaller	EA
2601	Cut and Plug 4", 6" and 8" Pipe	EA

**C3.00 Thrust Restraint**

The Contractor shall provide for all labor, equipment and materials to completely furnish and/or install thrust restraint. The furnishing and installation of the thrust restraint shall include but not be limited to:

1. Excavating the trench;
2. Maintaining the trench that shall include dewatering and bracing and sheeting where required or as directed by the Engineer;
3. Furnishing and installing approved wedge action restraint fitting or flange joint restraints;
4. Furnishing and installing manufactured restrained joints;

5. Furnishing of approved push-on restraint EPDM rubber gasket-type restraining devices (gaskets with stainless steel locking segments vulcanized into the rubber) on new push-on ductile iron pipe;
6. Furnishing and installing approved restraining devices on joints of existing pipe;
7. Backfilling and compacting the trench;
8. Cleaning up and restoring the job site which shall include re-grading the terrain; and
9. Removing and legally disposing of all waste materials.

Payment for installation of manufactured restrained joints shall be for each bell and spigot joint assembled.

No additional compensation shall be made to the Contractor for field poured concrete in excess of the amount detailed in the Technical Specification or Standard Details without approval by the Engineer.

Payment will not be credited for restraining devices installed in conjunction with fire hydrant installations. Payment for installation of thrusting restraints for fire hydrants and for pipe on fire hydrant leads is to be included in the price quoted for installation of fire hydrant assemblies.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
3000	Furnish & install 4" wedge-action or flange restraints	EA
3001	Furnish & install 6" wedge-action or flange restraints	EA
3002	Furnish & install 8" wedge-action or flange restraints	EA
3070	Furnish 4-inch push-on restraint gaskets	EA
3071	Furnish 6-inch push-on restraint gaskets	EA
3072	Furnish 8-inch push-on restraint gaskets	EA

#### **C4.00 Fittings**

The Contractor shall provide all labor and equipment to completely install plugs, caps, bends, sleeves, reducers, tees, crosses, and offsets. The installation of ductile iron fittings shall include, but not be limited to:

1. Excavating the trench;
2. Maintaining the trench which shall include dewatering and bracing and sheeting where required or as directed by the Engineer;
3. Furnishing and installing the appropriate fitting;
4. Backfilling and compacting the trench;
5. Cleaning up and restoring the job site which shall include re-grading the terrain; and
6. Removing and legally disposing of all waste materials.

Additional compensation shall not be made for restraining devices used in conjunction with hydrant installations. Payment will be made for the number of each size and type of fittings installed and

incorporated into the piping system complete, working, and operating to the satisfaction of the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
4000	Furnish and install 4" plug or cap w/ DIP, CIP or PVC	EA
4001	Furnish and install 4" bend, offset, sleeve or reducer w/ DIP, CIP or PVC	EA
4002	Furnish and install 4" tee w/ DIP, CIP or PVC	EA
4005	Furnish and install 6" bend, offset, sleeve or reducer w/ DIP, CIP or PVC	EA
4006	Furnish and install 6" tee w/ DIP, CIP or PVC	EA
4009	Furnish and install 8" bend, offset, sleeve or reducer w/ DIP, CIP or PVC	EA
4010	Furnish and install 8" tee w/ DIP, CIP or PVC	EA

### **C5.00 Fire Hydrants**

The Contractor shall provide all labor, equipment and specified materials to completely furnish and/or install full and complete fire hydrant assemblies on new and existing water mains as shown on the construction plans or as directed by the Engineer.

The “standard hydrant assembly” to be furnished is 10 LF or less of 6” DIP, hydrant elbow, and hydrant barrel extension and hydrant barrel as shown in Standard Detail 4.01.

Hydrant assembly installation shall include, but may not be limited to:

1. Excavation of hydrant assembly trench;
2. Maintaining the trench that shall include dewatering, bracing and sheeting where required or as directed by the Engineer;
3. Anchoring the hydrant to existing or new main;
4. Furnishing and installing of up to and including ten (10) feet of 6-inch ductile iron pipe;
5. Removing any plugs, caps, restraining devices, etc. from existing water mains;
6. Furnishing and installing all mechanical thrust restraint beginning at the hydrant valve as required in the Technical Specifications or as directed by the Engineer;
7. Furnish and installing polyethylene encasement for all underground pipe and fittings;
8. Furnish and install hydrant in the plumb position with 3.5’ minimum clearance all around (each side from walls, poles and obstructions) and 5’ minimum clearance in the front;
9. Furnishing and installing a concrete thrust collar around the barrel of the hydrant and 12” below grade as shown in standard detail 4.01;
10. Furnishing and installing of a concrete "support block" under each hydrant;
11. Furnishing and installing of a concrete support cradle under each hydrant tee on PVC mains;
12. Backfilling and compacting hydrant assembly trench;
13. Furnish high grade enamel OSHA yellow paint and paint hydrant barrel as required in the Technical Specifications;
14. Furnishing high grade enamel OSHA green paint and paint the hydrant bonnet;
15. Furnishing and installing one blue, reflective pavement marker (RPM) in the street adjacent

to the hydrant at a location to be determined by the Engineer. The RPM shall meet or exceed all provisions of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 706;

16. Pressure testing the hydrant assembly in conformance with these documents;
17. Backfilling and compacting the trench;
18. Cleaning up and restoring the job site which shall include re-grading the terrain; and
19. Removing and legally disposing of all waste materials.

The Contractor shall do all things necessary to completely install a fire hydrant assembly in accordance with the Technical Specifications, Standard Details or as directed by the Engineer. Payment will be based on the number of hydrant assemblies incorporated into the pipeline system complete and working to the satisfaction of the Engineer. Payment for tees, valves, taps, fittings, and restoration will be made utilizing the appropriate contract bid item. Separate payment will be made for any 6-inch ductile iron pipe in excess of 10 feet connecting the hydrant gate valve to the hydrant.

In addition, it will be the Contractor's responsibility to determine the correct size (bury depth) of each hydrant installed so that the requirements of the Technical Specifications are satisfied. Any hydrant not installed to the proper grade shall be replaced with one of the correct size by the Contractor at his expense prior to final approval and acceptance.

Fittings required because of contractor convenience, (i.e. installed because the contractor elected to install a shallow bury hydrant) shall be furnished and installed at the contractor's expense.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
5000	Furnish and install full std. fire hydrant assembly on new or existing mains	EA

**C6.00 Valves**

The Contractor shall provide all labor, equipment and materials to completely furnish and install 6-inch gate valves and tapping valves including all accessories and incidentals.

The valve installation shall include, but may not be limited to:

1. Excavating the trench;
2. Maintaining the trench that shall include dewatering and bracing and sheeting where required or as directed by the Engineer;
3. Furnish and install a gate valve in a mainline of DIP with a valve box or a tapping valve on a tapping sleeve with a valve box;
4. Backfilling and compacting the trench;
5. Furnishing, forming and pouring a 6-inch thick concrete pad around each valve box installed in non-paved areas;
6. Furnishing paint and painting valve cover;

7. Cleaning up and restoring the job site which shall include re-grading the terrain; and
8. Removing and legally disposing of all waste materials.

Payment shall be made for the number of each size valve and valve box installed and incorporated into the piping system complete, working and operating to the satisfaction of the Engineer.

Additional payment will be made for incidental valve nut extension as per plans and approved by the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
6001	Furnish and install 4" gate or tapping valve and box on DIP, CIP or PVC	EA
6002	Furnish and install 6" gate or tapping valve and box on DIP, CIP or PVC	EA
6003	Furnish and install 8" gate or tapping valve and box on DIP, CIP or PVC	EA

**C7.00 Taps**

The Contractor shall provide all labor and equipment for installing tapping sleeves and making the appropriate **full port** tap complete and operable. The tapping sleeve installation shall include:

1. Excavating the trench;
2. Maintaining the trench that shall include dewatering and bracing and sheeting where required or as directed by the Engineer;
3. Furnishing and installing the tapping sleeve;
4. Pressure testing the tapping sleeve and valve;
5. Making the full port tap, up to and including 12";
6. Furnishing and installing mechanical joint tapping sleeves for size on size pipe taps or as directed by the engineer;
7. Furnishing, installing and sealing the tapping sleeve with blue polyethylene encasement of not less than 8 mils thick;
8. Backfilling and compacting the trench;
9. Cleaning up and restoring the job site which shall include re-grading the terrain; and
10. Removing and legally disposing of all waste materials.

Payment shall be based on the number and size of tapping sleeves installed and incorporated into the piping system complete, working and operating to the satisfaction of the Engineer. Valves and valve boxes shall be paid for by the appropriate pay item.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
7001	Furnish and install 6" tapping sleeve and tap	EA
7002	Furnish and install 8" tapping sleeve and tap	EA

**C8.10 Metered Services Two-Inch & Less With Pipe Work**

The Contractor shall provide all labor, materials and equipment for the installation and/or transfer of 3/4" (single or dual service) and 1" meters, as specified, and issued in conjunction with a pipeline project.

Meter service lengths (as described in the pay items) are defined as follows:

- 0 - 15' service line required from main to meter is up to 15' long
- +15 - 80' service line required is greater than 15', up to and including 80
- +80-150' service line required is greater than 80', up to and including 150'

All water meters will be furnished by the City.

Meter service installation shall include, but may not be limited to:

1. Excavating and maintaining the trench;
2. Making the appropriate size tap;
3. When directed by the Engineer or as indicated in the standard details, furnish and install an appropriately sized steel, PVC or HDPE sleeve under paved areas for long-side meter service by open cut, horizontal directional drilling/directional bore or "moling" as directed by the Engineer or as indicated in the standard details;
4. For use on DIP, furnish and install the appropriate size and type of corporation stop, high density polyethylene, PVC pipe, any required service fittings, curb stop, meter box, and tail piece extension as designated by the Tampa Water Department's Technical Specifications;
5. On all long-side HDPE service lines, furnishing and installing, two continuous 12 gauge wires along the top of the pipe, inside the sleeve. There shall be no dead ends and each locator wire shall be routed from the corporation to the meter box. Connections between wire ends shall be made using an approved connections at each end as shown in the standard details;
6. Installation of the appropriate sized, furnished, meter or transferring an existing meter to the new service line;
7. Relocating existing meters and/or adjusting existing meters to grade;
8. Backfilling and compacting of all excavations;
9. Clean-up and return the job site to its original condition which includes but is not limited to restoring the elevation of surface to its original grade;
10. Removing and legally disposing of all waste materials.

Payment shall be made for each meter service furnished and installed, and accepted by the Engineer.

Any restoration required shall be compensated in accordance with the restoration pay items in the Contract.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
8100	Furnish, tap, & install 3/4" or 1" meter service (0-15', HDPE)	EA
8101	Furnish, tap, & install 3/4" meter service (+15-80', HDPE)	EA

**C9.10 Maintenance of Traffic (MOT)**

The Contractor shall furnish all materials, equipment, and labor to establish and maintain all traffic maintenance devices and personnel as shown on the Plans, specified, and directed by the Engineer

The work includes installation of all necessary signs, pavement markings, barricades, lights and flagmen, saw-cutting of pavement, earth excavation & selected fill, temporary wearing surfaces, detour facilities, testing and installation of a signalization loop complete in place, access to residences and businesses, and all appurtenant work complete in place as necessary to control traffic and provide for safety to the public, all in compliance with the latest edition of the Florida Department of Transportation Roadway and Traffic Design Standards and the FHWA Manual on Uniform Traffic Control Devices “MUTCD”, with subsequent revisions and additions, and to the satisfaction of the Engineer.

The Contractor shall observe traffic, movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

The Contractor will be required to have a licensed Professional Engineer sign and seal a M.O.T plan to be submitted to the City’s Right-of-Way Department for permit.

Payment for Maintenance of Traffic shall be for all work, equipment, materials, tools, labor and any incidentals required to maintain safe traffic routes past the work site and will be made at the appropriate Contract Lump Sum Price.

The Contractor shall be compensated on an incremental basis corresponding to the percent of original contract amount earned.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9100	Maintenance of Traffic	LS

**C9.20 Pavement**

The Contractor shall provide all labor, equipment and materials to remove and restore pavement and pavement bases that were cut and removed during the course of the pipeline construction. Pavement and pavement base restoration shall include roadways, driveways, parking lots, etc. Under this section, payment shall be made for:

1. Furnishing, placing, grading, and compacting approved lime rock base;
2. Furnishing, placing, grading, and compacting approved asphalt base course, Superpave Type B-12.5 or Superpave Type SP-12.5;
3. Restoring 6" thick concrete driveway;
4. Furnishing and installing brick pavement;
5. Installing brick pavement;
6. Furnishing and installing Thermo Striping;
7. Furnishing, placing, and grading Superpave "Type SP-9.5" asphaltic concrete overlay;
8. Mechanical milling of 1-inch of existing asphalt including proper disposal of the milled material;
9. Mobilization required for mechanical milling operations;
10. Furnishing and installing traffic loops as specified and directed by the Engineer;
11. Furnishing and installing signalization loops as specified and directed by the Engineer;
12. Furnishing Traffic Control Officer (Off-Duty Law Enforcement);
13. Furnishing and installing work zone signs;
14. Furnishing and installing traffic control devices to right-of-way permit requirements;
15. Removing, transporting and disposing of pavement, concrete curb, asphaltic curb and other items removed during construction;
16. Cleaning up and restoring the job site which shall include re-grading the terrain; and
17. Removing and legally disposing of all waste materials.

All surface restoration shall be as directed by the Engineer or the regulatory agency having jurisdiction over the roadway. All areas requiring pavement restoration shall be saw cut prior to construction pavement removal. The costs to mechanically saw cut pavement joints are considered incidental to pavement restoration and should be included in the cost.

Asphalt shall be measured for payment based the number of tons of asphalt furnished and installed. All pavement, concrete curb, asphaltic concrete curb or other items removed during the course of pipeline construction shall be disposed of by the Contractor in a manner satisfactory to the Department. The cost of removal and disposal associated with all items shall be included in the assigned restoration item.

City street pavement shall be in accordance with of Tampa's PAVEMENT/RIGHT OF WAY RESTORATI REQUIREMENTS – REV-2009 guidelines. See Technical specification T4.07.

Bricks shall be replaced in accordance with the of Tampa's Vitrified Brick Replacement (Revised 4/27/2009) guidelines. See Technical Specifications T4.08.

Mobilization shall only be paid for milling operations and shall only be paid once per job site unless otherwise approved in advance by the Engineer. Milling shall be made in thickness increments of one inch and shall include proper disposal of the milled material.

The Contractor shall be compensated for any thermoplastic striping required based on the striping sub-contractor's invoice for work done plus 10% OH&P.

Asphalt restoration quantities shall be paid per square-yard per inch.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9200	Furnish, place, and compact lime rock base	CY
9205	Furnish and install asphalt concrete surface Superpave Type SP-12.5	SY-IN
9207	Furnish, place and grade Superpave Type SP-9.5 asphaltic concrete overlay	SY-IN
9208	Mobilization to perform milling operations	EA
9209	Mechanical milling of asphalt roadways in 1-inch increments	SY-IN

### **C9.30 Roadside Restoration**

The Contractor shall provide for all labor, equipment and materials to restore the roadside areas disturbed during the course of the pipeline construction. Under this section, payment shall be made for:

1. Restoring typical concrete curb and gutter including stabilization of sub-base and installation of curb pads;
2. Restoring stone or pre-cast curb;
3. Furnishing and placing asphaltic concrete curb;
4. Remove and restoring 4-inch thick concrete sidewalk, including applicable sidewalk ramps;
5. Restoring the roadside areas with approved sod. Restoring the roadside area and ditch bottoms and sides with sod shall include furnishing, grading, and placing the sod; and
6. Restoring the roadside areas with approved sprig and seed. Restoring the roadside area with sprig and seed shall include furnishing, grading, placing, fertilizing, mulching, sprigging and seeding.
7. Furnishing and installing detectable warnings walking surfaces as directed by Engineer. The detectable warning surface will conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition. The detectable warnings shall be installed in conformance with FDOT Standard Indexes 304 and 310 or in conformance with the requirements of the right-of-way regulatory agency with responsibility of the affected right-of-way. (Payment for curb and sidewalk associated with pedestrian access ramps will be made under the appropriate sidewalk and curb pay items.)
8. Cleaning up and restoring the job site which shall include re-grading the terrain; and
9. Removing and legally disposing of all waste materials.

Sidewalk and curb replacement pay quantities shall have maximum limits as specified in these documents, as shown the plans or as directed by the Engineer. All linear foot units shall be measured along the curb line. In all cases, the sod or seed placed is to conform in kind to the existing at the particular location.

Permanent fence agreed to be removed or disturbed for water construction shall be replaced in-kind, to match existing, subsequent to construction. Fence restoration shall be coordinated with the property owner and the City, and shall be to the satisfaction of the Engineer. Compensation for

permanent fence restoration shall be based on the fencing sub-contractor’s invoice plus 15% OH&P; or if restoration is executed by Contractor, in accordance with Specific Provision 4.05.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9310	Grade and sod roadside, ditch bottoms and sides – St. Augustine	SY

**C9.40 Grouting Abandoned Pipe**

The Contractor shall provide all labor and material necessary to grout abandoned pipes in place including but not limited to taps, caps, plugs, pipes, valves and fittings necessary to complete the work in a manner acceptable to the Engineer. Under this section, payment shall be made for:

1. Excavating the trench;
2. Maintain the trench;
3. Furnishing and installing the appropriate fittings necessary to inject and blow-off the grout in a manner acceptable to the Engineer;
4. Completely filling the designated pipe with an approved grout material;
5. Removing injection and blow-off pipes and fitting and plugging tapped plugs and caps;
6. Removing excess concrete from the trench; and
7. Backfilling and compacting the trench.
8. Cleaning up and restoring the job site which shall include re-grading the terrain; and
9. Removing and legally disposing of all waste materials.

Restoration shall be paid separately under the appropriate pay item.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9400	Grout abandoned pipe	CY

**C9.50 Incidentals -Video Photo Graphy**

The Contractor shall provide all labor, equipment and materials for professional quality video photography documentation of the preconstruction site condition along the proposed pipeline route.

Under this section, payment shall be made for furnishing professional quality video photography of pre-construction site conditions along proposed pipeline route as specified in these contract documents and as required.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
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3. Backfilling and compacting the excavation;
4. Cleaning up and restoring the job site which shall include re-grading the terrain; and
5. Removing and legally disposing of all waste materials.

All work shall be for exploratory pits of **various sizes and depths**. The excavating of exploratory pits shall be paid for per each pit excavated, refilled to original grade and accepted by the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9900	Exploratory Pits	EA

**C.9.91 Valve Box Adjustment or Removal**

The Contractor shall provide all labor, equipment, and materials to remove, replace, and/or adjust valve boxes. Valve box adjustment or removal shall include, but may not be limited to:

1. Excavating existing valve box.
2. Determining if existing material is reusable, if not, provide new Water Department approved material;
3. Furnishing and installing the appropriate cast iron riser for valve boxes;
4. Constructing any traffic bearing structure required to make the adjustment;
5. Setting the valve box top flush to proposed grade or as directed by the Engineer;
6. Backfilling and compacting the excavation;
7. Cleaning up and restoring the job site which shall include re-grading the terrain; and
8. Removal and disposal of all waste materials.

The valve box adjustment shall be paid for per each valve box adjusted and backfilled to meet future grades or as directed by the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9910	Valve Box Adjustment or Removal	EA

**C9.98 Contingency Allowance**

The contingency allowance shall be used by the City of Tampa as directed by the Engineer. Payment shall be made as a lump sum to pay for furnishing and installing items not listed in the Contract. Contractor shall provide an invoice listing the items and quantities along with the lump sum price. The Engineer may request a cost estimate for a contingency item from the Contractor prior to construction.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9980	Contingency Allowance	LS

**C10.00 Mobilization/Demobilization**

The Contractor shall furnish all equipment, labor, and materials necessary to mobilize his forces as necessary to perform all the work under this Contract. Work under this section includes permits, bonding and insurance; construction stakeout and as-built documentation; transportation, and otherwise movement of all personnel, equipment, supplies, materials and incidentals to and from the project site; establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities; providing a continuous color audio-video tape of existing conditions along the pipeline; and all other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, to be constructed under this Contract as shown on the Plans and directed by the Engineer.

Payment for mobilization/demobilization will be made at the appropriate Contract Lump Sum Price and based on an incremental basis such that:

- a) Payment of 75% of the applicable lump sum price shall be made for the preparatory work and operations in mobilizing for the beginning work on the project.
- b) Payment of the remaining 25% shall be made for finalization of the project, including demobilization, contract closeout documents, removal of field office, and final site clean-up. Retainage requirements as stated in the General Conditions shall apply to this pay item.

Payment for mobilization/demobilization will be made on an incremental basis in accordance with the following:

Percent of Original Contract Amount Earned :	5	10	25	100
Allowable Percent of the Lump Sum Price for the Item:	25	50	75	100

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
10000	Mobilization/Demobilization	LS

0 1 2 3 4 5 6 7 8

**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**

*City of Tampa* Florida  
 Mayor Bob Buckhorn

Project Contact:  
 Don Cermeno  
 Contract Administration  
 City of Tampa  
 Don.Cermeno@tampagov.net

For information call:  
 (813) 635-3400



**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

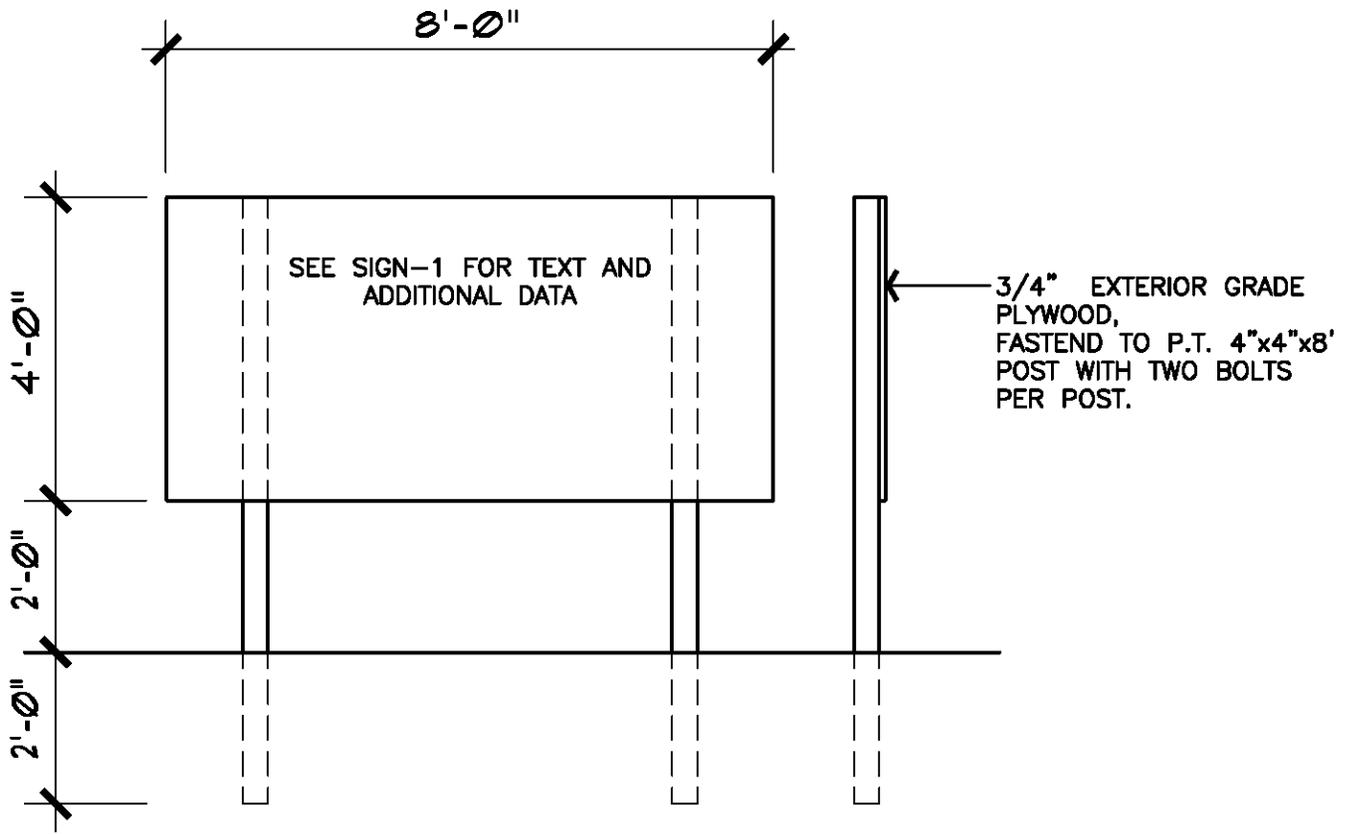
TBD

**Colors**  
 Blue: Sherwin Williams Naval SW6244  
 Green: Sherwin Williams Center Stage SW6920  
 White: Sherwin Williams Pure White SW7005

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

scale: 3"  3"

**Font**  
 Franklin Gothic



## **WORKMANSHIP AND MATERIALS SPECIFICATIONS**

### **W-00 GENERAL REQUIREMENTS**

All materials shall be in accordance with these Material Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable law, ordinances and codes. All materials or products that will be in contact with potable water shall be listed by the National Science Foundation (NSF-61 listed) or by an approved certifying agency as conforming to the requirements of ANSI/NSF-61.

Materials provided for construction on or for the City's reclaimed water distribution system shall be in accordance with color coding specifications provided in the Florida Administrative Code (F.A.C.), Chapter 62-610. All piping, pipeline appurtenances (including valves and outlets) shall be color coded to differentiate reclaimed water from domestic or other water. Underground piping which is not manufactured of metal shall be color coded or marked for reclaimed water distribution systems using Pantone Purple 522C using light stable colorants - underground metal pipe shall be color coded using purple as a predominant color. Visible, above-ground portions of the reclaimed water distribution system shall be clearly color coded or marked. All reclaimed water valves shall be appropriately tagged or labeled (bearing the words in English and Spanish: "Do not drink" together with the equivalent standard international symbol) to warn the public and employees that the water is not intended for drinking.

Items designated to be "domestically manufactured" shall be manufactured, assembled and tested in their entirety within the United States of America or its territories. Items designated to be "domestically assembled" may be foreign-manufactured but shall be assembled and tested in their entirety within the United States of America or its territories. Items requiring a "domestic presence" may be foreign-manufactured and/or assembled and/or tested, but the manufacturer shall have a designated representative or agent located within the United States of America, and that representative or agent shall be available to provide on-site service if required by the City of Tampa Water Department (Department).

All materials shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and intended for the use for which they are offered. Materials or equipment which, in the opinion of the Department, are inferior or are lower grade than indicated, specified or required, shall not be accepted. All materials used in this contract must be approved in advance by the Engineer. In conformance with section G-4.02 of these contract documents, any two items of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer. Unless approved in advance by the engineer, only one manufacturer may be used for each item under this contract.

### **W-10 DUCTILE IRON PIPE**

#### **1) GENERAL**

Ductile iron pipe shall be domestically manufactured in accordance with the latest revision of ANSI/AWWA C-151/A21.51. Pipe shall be furnished in 18 or 20 foot laying lengths. Pipe shall be lined with a standard thickness cement mortar lining and seal coated in accordance with the latest revision of ANSI/AWWA C-104/A21.4 and NSF 61. Pipe outside coating shall be an asphaltic coating in accordance with ANSI/AWWA C-151/A21.51, latest revision. All pipe materials used in potable water systems shall comply with NSF Standard 61. Unrestrained joint pipe shall be either the rubber-ring compression-type push-on joint or mechanical joint.

2) **PRODUCTS**

a) **Push-on Joint Pipe**

- i) Push-on joint pipe shall be supplied with all joint accessories. Accessories shall include gaskets and lubricant in sufficient quantity for the proper assembly of each joint. Gaskets for push-on joints shall be made of ethylene propylene diene monomer (EPDM) rubber, except: Acrylonitrile butadiene (NBR) gaskets shall be used for potable water mains that are located in soil that is contaminated with low molecular-weight petroleum products or non-chlorinated organic solvents or non-aromatic organic solvents. Fluorocarbon (FKM) gaskets shall be used for potable water mains that are located in soil that is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons. Fluorocarbon (FKM) gaskets shall be used for potable water mains if the soil is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons, and is also contaminated with low molecular-weight petroleum products or organic solvents. All plain ends shall be painted with a circular stripe on the pipe barrel to allow a visual means of checking proper assembly.
- ii) All push-on joints shall be in accordance with ANSI/AWWA C-111/A21.11, latest revision.
- iii) Pressure Class shall be as follows:

<u>Diameter</u>	<u>Min. Pressure Class</u>
4" to 16"	350
> 16"	250

b) **Mechanical Joint Pipe**

- i) Mechanical joint pipe shall be supplied with all joint accessories. Accessories shall include lubricant, gaskets, ductile iron glands, bolts, and nuts, all in sufficient quantity for the assembly of each joint. The bolts and nuts shall be manufactured of high-strength, low-alloy steel such as "Corten", "Usalloy", or "Acipalloy". The follower gland shall be ductile iron. Gaskets for mechanical joints shall be made of ethylene propylene diene monomer (EPDM) rubber.
- ii) All mechanical joints shall be in accordance with ANSI/AWWA C-111/A21.11, latest revision.
- iii) Pressure Class shall be as follows:

<u>Diameter</u>	<u>Min. Pressure Class</u>
4" - 16"	350
>16"	250

c) **Flexible Joint Pipe**

- i) Flexible-joint pipe shall be push-on, ball-and-socket, freely deflecting, and restrained using a corrosion resistant locking device. Thickness class shall be as follows:

<u>Diameter</u>	<u>Min. Thickness Class</u>
6"	54
8"	55
12"	56

16”

57

ii) The joint shall be capable of a full 15° free deflection with no reduction in the waterway.

**d) Flanged Pipe**

- i) Flanged pipe shall conform to the requirements of AWWA C115, in nominal 18- or 20-foot lay lengths. The pipe shall be minimum Special Thickness Class 53 rated for a maximum working pressure of 250 psi.
- ii) Flanges shall be ductile iron and shall have long hubs. There shall be no leakage through the pipe threads, and the flanges shall be designed to prevent corrosion of the threads from outside.
- iii) Flanges shall meet the requirements of ASME B16.1, class 125 flanges. Flanges, flange facing, drilling, and protecting shall be as specified for flanged pipe. Bolts and nuts for flanged joints shall be Type 316 stainless steel unless otherwise stated on the Plans or directed by the Engineer.
- iv) Except where otherwise directed by the Engineer, gaskets for flanged joints shall be of the full-face type, meeting the requirements of ANSI B16.21. Gaskets shall be EPDM rubber.

**e) Manufactured Restrained Joint Pipe**

- i) Joints shall be push-on in accordance with ANSI/AWWA C-111/A21.11. Joints shall be secured by wedged locking shims or a follower gland which shoulder against a retaining ring permanently fastened to the spigot end of the pipe within the joint. Gaskets for manufactured restrained pipe joints shall be made of EPDM rubber.
- ii) Pressure Class shall be as follows:

<u>Diameter</u>	<u>Min. Pressure Class</u>
4” - 16”	350
>16”	250

**3) QUALITY CONTROL AND TESTING**

- a) All pipe shall meet or exceed all hydrostatic, performance and acceptance tests as set forth in ANSI/AWWA C-151/A21.51, latest revision.
- b) Submittals shall include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, pressure class or thickness class, performance standards, etc. If this documentation is omitted, the ductile iron pipe may be rejected at the sole option of the City.

**4) MANUFACTURER**

- a) Ductile iron pipe, unless specified below, shall be by U.S Pipe, American (aka American Cast Iron Pipe Company), McWane Cast Iron Pipe Company, Griffin Pipe Products Company, or approved equal.

- b) Flexible Joint pipe shall be “Flex-Lok Boltless Ball Joint Pipe” (American), “USI FLEX Boltless Flexible Joint Pipe” (U.S. Pipe), “Snap-Lok River Crossing Pipe” Griffin Pipe Products), or approved equal.
- c) Manufactured Restrained Joint pipe shall be “Flexring” (American), “TR-Flex” (U.S. Pipe), “Super-Lock” (20-in. & 24-in. pipe) and “Thrust-Lock” (30-in. & 36-in.) (McWane Cast Iron Pipe Company), “Snap-Lok” (Griffin Pipe Products), or approved equal.
- d) Ductile iron pipe shall be domestically manufactured in the United States.

### **W-11 HDPE TUBING**

#### 1) **GENERAL**

All water service lines two (2) inches in diameter and smaller shall be constructed of high-density polyethylene (HDPE) pressure tubing.

#### 2) **PRODUCT**

- a) The standard dimension ratio (SDR) shall be 9 for CTS tubing sizes. The average outside diameter, minimum wall thickness and respective tolerances for any cross-section shall be as specified in ASTM D2737. The average inside diameter, minimum wall thickness, and respective tolerances for any cross-section shall be as specified in ASTM D2239.
- b) Polyethylene extrusion compound from which the PE tubing are extruded shall comply with the applicable requirements for the Type III, color and U.V. code E, Class C, PE 4710, very high molecular weight polyethylene plastic material manufactured in accordance with AWWA C-901, latest revision, as specified in ASTM D1248.
- c) HDPE pressure tubing shall have a color and ultraviolet code E and a minimum cell classification of PE 454474 E as specified in ASTM D3350.
- d) The polyethylene extrusion compound shall be of virgin quality approved for potable water service by the National Sanitation Foundation. The polyethylene extrusion compound shall be manufactured with sufficient and proper ultra-violet color stabilizers.
- e) Polyethylene tubing shall be blue and have U.V. color stabilizers so that the pipe is not affected in color or flexibility for a minimum of four (4) years.

#### 3) **QUALITY CONTROL AND TESTING**

- a) Environmental stress cracking resistance testing shall be performed in accordance with ASTM D1693, Condition C, and shall have no failures after 5000 hours duration.
- b) When submitting for approval of HDPE not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the HDPE may be rejected at the sole option of the City.

#### 4) **MANUFACTURER**

All HDPE tubing shall be manufactured by Performance Pipes "DriscoPlex", Endot EndoPure", Vanguard "Bruiser", Charter Plastics "Blue Ice" or approved equal.

## **W-20 VALVES**

### **1) GENERAL**

This section includes all valves to be owned and maintained by the City of Tampa Water Department. Requirements of this section apply to all valves unless exceptions are shown or stated on the plans or specific provisions.

Resilient Seat Gate Vales ("Valves") provided under this specification shall be suitable for installation on ductile iron or cast iron pipe, and C-900 PVC. Valves shall be manufactured in accordance with AWWA C-509 or AWWA C-515, latest editions, as applicable, and as specified herein.

### **2) PRODUCT**

#### **a) Valve Boxes**

- i) Shall be designed to provide access to an underground valve's 2-inch operating nut at a depth of two-feet or greater. Valve boxes shall be suitable for installation in areas subject to heavy vehicle traffic loading.
- ii) Shall include removable valve box cover with "WATER" label as shown on the Standard Dimension Detail titled "Valve Box".
- iii) Shall be manufactured of Class 30 or 35 grey iron.
- iv) Shall consist of four parts: valve box cover, riser, top section, and bottom section.
- v) Shall be the same dimension, within manufacturing tolerances, as shown in Standard Dimension Detail "Valve Box".

#### **b) Gate Valves (4-inch and larger)**

- i) Gate valve operation
  - (1) Valves installed in public rights-of-way shall be right-hand (clockwise) open.
  - (2) Valves installed on the David L. Tippin Water Treatment Plant property (or at remote pumping locations) shall be left-hand (counter clockwise) open.
- ii) Valve installed below grade shall have mechanical joint ends. Valves installed above grade shall be flanged.
- iii) Mechanical joints and accessories shall be manufactured in accordance with AWWA Standards C-110 and C-111.
- iv) Mechanical joint bolts-and-nuts shall be manufactured of high-strength, low-alloy steel such as "Corten", "USalloy", or "ACIPalloy".

- v) Valves stems shall be non-rising and manufactured from stainless steel in accordance with AWWA C-509/C-515.
- vi) Stems, stem-nuts and wedges shall act independently. Stems shall be sealed by at least two O-ring seals, one located both above and below the thrust collar, and shall be replaceable with the valve full open and while subjected to full rated pressure. Stems shall be provided with low-friction torque-reducing thrust bearings located both above and below the stem collar . Thrust washers may be used to separate the thrust collar from iron surfaces.
- vii) Valve bodies and gates shall be cast iron or ductile iron manufactured in accordance with ASTM A126 or ASTM A536 respectively, and AWWA C-509 or AWWA C-515 as applicable.
- viii) All internal and external exposed ferrous surfaces of the valve body and gate shall have an epoxy coating applied to a minimum of eight mils, in accordance with AWWA C-550.
- ix) The wedge shall be bronze manufactured in accordance with ASTM B62. It shall be fully encapsulated with rubber molded in place and bonded in accordance with ASTM D429 A or B as specified in AWWA C-509/C-515. Mechanically attached seats will not be accepted.
- x) Hollow gates shall be provided with a drain in the bottom to flush the internal cavity of foreign material and stagnant water each time the valve is operated.
- xi) Gate valves provided under this specification shall be suitable for installation on ductile iron or cast iron pipe, and C-900 PVC.
- xii) Gate Valves shall have an EPDM Resilient seat.
- xii) All bonnet bolts, gland bolts, nuts and other trim hardware exposed to the outside environment shall be stainless steel. Thrust collar tie-rod bolts shall be stainless steel.

**c) Tapping Valves**

(Note: Tapping Valve materials specifications shall be equivalent to those listed herein for Gate Valves, except as alternately specified below.)

- i) Tapping valves shall be resilient seat gate valves with one end mechanical joint, and one end flanged.
- ii) Tapping valve interior waterway shall be a full-opening and capable of passing a full-sized shell cutter through the valve.
- iii) Tapping valve shall be provided with a tapping-flange and flanged joint accessories.
- iv) Tapping-flange shall have a raised face or lip designed to engage a corresponding recess in a tapping sleeve as defined in MSS SP-60.
- v) Tapping-flanges shall conform to dimensions and drillings of ANSI B16.1, Class 125, ANSI/AWWA C110/A21.10.
- vi) All tapping valves shall be interchangeable with multiple makes of tapping sleeves.

**d) 2-inch Gate Valves**

(Note: 2-inch Gate Valve materials specifications shall be equivalent to those listed herein for Gate Valves, except as alternately specified below.)

- i) 2" Gate Valves shall be resilient seat, have push-on or threaded ends, and be manufactured in accordance with AWWA C-509.
- ii) Valve Ends:
  - 1) Valve ends for push-on joint valves shall conform to AWWA C-111 and shall be suitable for use with iron pipe size plastic pipe as well as iron pipe.
  - 2) Valve ends for threaded joint valves shall have female iron pipe connections compatible with N.P.T. threads as specified in AWWA C-800.

**e) Butterfly Valves (16" and larger)**

- i) Actuators
  - (1) Butterfly valve operation
    - (a) Valves within public rights-of-way shall be right hand (clockwise) open
    - (b) All valves within David L. Tippin Water Treatment Facility or remote pumping locations shall be left hand (counter clockwise) open
- ii) All below grade installations shall be mechanical joint ends. All above grade installation shall be flanged.
- iii) Casing must be buriable cast iron housing with internally adjustable stops.
- iv) Shall have 2" operating nut
- v) Shall be designed for 450 ft-lbs input against stops
- vi) Valves provided shall have a minimum rating of Class 150B.
- vii) The valve seat shall be located on the valve body or disc and shall provide drip-tight shutoff for pressure differential of 150 psig versus 0 psig in either direction. The seat shall be made of EPDM. For valve seats mounted on the disc, the valve seat shall be vulcanized to a stainless steel seat ring that shall be mechanically attached to the disc with stainless steel bolts. For valve seats mounted on the body, the valve seat shall be bonded to the body and shall meet test procedures as outlined in ASTM D-429 Method A or B. Valve seat mating surfaces shall be 316 Stainless Steel.
- viii) The valve shaft shall be a one-piece unit extending completely through the valve disc or may be stub shaft construction for valves 18 inches and above. Valve shaft shall be 316 Stainless Steel minimum.

- ix) The valve disc shall have no external ribs transverse to the flow and shall be constructed of material as specified in AWWA C-504, Section 3.4, and latest revision.
- x) Shaft seals shall be standard "O" ring or "V" packing seals, and all seals shall be replaceable without disassembly of the valve.
- xi) The operator shall be traveling-nut type. All operators shall be totally enclosed, sealed, gasketed, and lubricated as specified in AWWA C-504, Section 3.8. The operator shall also be able to apply output torque required to operate the valve under adverse conditions without exceeding input torque as allowed under AWWA Standard C-504. It shall also be capable of withstanding overload input torque of 450 ft. lbs. against the disc stop. Disc stops shall be not in the waterway.
- xii) Valve body interior and disc shall have an epoxy protective coating meeting AWWA Standard C-550.
- xiii) Mechanical joint valves provided shall be designed for buried service. Butterfly valves for above ground installations shall have flanged ends.

**f) Insertion Valve (4" to 12")**

Insertion valves shall be capable of installation into live cast iron, ductile iron, C-900 PVC, and asbestos cement pipelines without requiring the shutdown of water flow through the pipe. The design should allow the insertion valve to be installed into an existing pressurized pipeline while maintaining constant pressure and service. Insertion valves provided shall be true resilient seat gate valves that will remain in the water distribution piping system after insertion. Insertion valves must safely operate in balanced and unbalanced pressure situations – pressure equalization on the downstream (or upstream) side of the closed valve shall not be necessary to open the valve. Insertion valves must be or have:

- a. capable of pressure-tight assembly to the exterior of the pipe in which flow is to be stopped at working pressures up to 250 psi.
- b. a ductile iron body, bonnet and wedge that provide strength and pressure ratings that meet or exceed the requirements of AWWA C-515 or C-509 Standards.
- c. open right (clockwise).
- d. capable of working on Cast/Grey Iron or Ductile Iron Class A B C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body.
- e. suitable for working pressures up to 250 psi. The pressure rating designation must be cast into the body of the insertion valve.
- f. stuffing box, operating stem, and resilient wedge that are removable, repairable, and/or replaceable under pressure.
- g. valve body that provides full mechanical protection of the pipe, and that is permanently restrained to the pipe.

- h. body of two-piece ductile iron casting manufactured to specifications of ASTM A536, latest revision, min. Grade 65-45-12, with 8-mil (min.) epoxy coating inside and out that meets or exceeds ANSI\AWWA C-550 Standards, and is certified to ANSI\NSF 61.
- i. ductile iron wedge, fully encapsulated with EPDM rubber by high pressure and high temperature compression or injection mold process. There shall be no exposed iron. EPDM rubber shall be ANSI\AWWA NSF-61 certified.
- j. wedge that seats on the valve body and not on the pipe. The wedge shall be totally independent of the carrier pipe – it shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal.
- k. wedge that rides inside the body channels to maintain wedge alignment throughout its travel control, regardless of high- or low-flow pressure or velocity.
- l. wedge shall be symmetrical and seal equally well with flow in either direction.
- m. gate valve stem and wedge nut made of copper alloy in accordance with Section 4.4.5.1 of AWWA Standard C-515.
- n. 2” standard (square), NRS (non-rising stem) operating nut in accordance with ASTM A126, Class B.
- o. NRS stem with integral thrust collar in accordance with Section 4.4.5.3 of AWWA Standard C-515. Two piece stem collars are not acceptable.
- p. open and close through AWWA standard turns per inch.
- q. triple O-ring stem seal with two O-rings located above and one O-ring located below the thrust collar.
- r. mechanical joint (MJ) ends for connection of the valve to the pipeline.
- s. stuffing box, operating stem and resilient wedge (complete bonnet and all moving parts) shall be removable, repairable and/or replaceable under pressure. So that, in the event the valve stem is broken or damaged, the bonnet can be removed under pressure.
- t. bolting materials that meets or exceed the physical strength requirements of ASTM A307 with dimensions conforming to ANSI B18.2.1 (304 SS min.).

The sleeve shall be pressure tested prior to cutting the pipe, either through the use of the temporary knife gate installed on the valve body or through a blind flange installed on the valve body, to 150 psi.

The tapping cutter shall extract the coupon from the cut pipeline.

Restraint devices connecting the valve body castings to the pipe shall be split EBAA Mega-lug, or approved equal, with a working pressure rating of 350 psi. Gland body, wedges, and wedge-actuating components shall be cast from Grade 65-45-12 ductile iron material in accordance with ASTM A536. Torque-limiting twist-off nuts shall be included to ensure proper actuating of the gripping wedges. Restraint devices shall be listed by Underwriters Laboratories, and Approved by Factory Mutual.

**4) MANUFACTURER**

**a) Valve Boxes**

- i) Valve box manufacturers shall have a domestic presence. Valve boxes shall be equal to or better than those made by Bingham & Taylor, Union Foundry, Sunshine Foundry, or Pipeline Components, Inc.

**b) Gate Valve**

- i) Standard valves shall be domestically assembled and shall be Clow F-6100, U. S. Pipe Metroseal 250, AVK Series 25, Mueller Co. (2360 for 2”-12”, 2361 for 14”-24”), American Flow Control Series 500 or Series 2500, Kennedy KenSeal 4571, or approved equal.
- ii) Valves shall be domestically assembled and shall be equal to or better than Clow F-6136 OS&Y, U.S. Pipe Metroseal 250, or American Flow Control Series 2500-1.

**c) Tapping Valves**

- i) Tapping valves shall be domestically assembled and shall be equal to or better than Clow F-6114, U. S. Pipe Metroseal 250, Mueller Co. (2360 for 2”-12”, 2361 for 14”-24”), American Flow Control Series 500 or Series 2500, Kennedy KenSeal 7571, American AVK Series 25, or approved equal.

**d) 2-inch Gate Valves**

- i) All valves shall be domestically assembled and shall be equal to or better than the following:
  - (1) Push-on end valves - Clow 6110 (for PVC)/6100 (for MJ); Waterous Series 500 - P.O.; AVK Series 45
  - (2) Threaded end valves - Clow 6103; Waterous Series 500; American Flow Control Series 2500; AVK Series 03

**e) Butterfly Valve (16” and LARGER)**

- i) Valves shall be domestically assembled and shall be equal to or better than Valmatic (Series 2100 or 2000), Mueller Linesal III, or approved equal.

**f) Insertion Valve**

Insertion valves shall be domestically manufactured. Insertion valves shall be Team Industrial Services “Team InsertValve”, or approved equal.

## **W-30 RESTRAINT DEVICES**

### **1) GENERAL**

This section includes all restraint devices on pipe to be owned and maintained by the City of Tampa Water Department. Requirements of this section apply to all restraint devices unless exceptions are shown or stated on the plans or specific provisions.

Mechanical restraint devices shall be used to restrain plain ends of ductile iron or PVC pipe to push-on, mechanical, or flange joints which meet ANSI/AWWA C-110/A21.10 and ANSI/AWWA C-111/A21.11, or to restrain joints on existing installed pipes.

### **2) PRODUCT**

#### **a) Ductile Iron Pipe Restraints**

##### **i) Push-on Joint pipe Restraint (for 4" - 36" pipe only)**

(1) Restraint shall be produced by “locking gaskets” consisting of an EPDM rubber gasket with high-strength stainless steel locking elements vulcanized into the gasket, which when activated develop wedging action between the pairs of stainless steel elements spaced around the gasket.

(2) Shall withstand the following working pressures:

(i) 4" - 16" = min. 350 psi

(ii) >16" = min. 250 psi

(3) Restraint gaskets shall be UL Listed and FM approved.

##### **ii) Flange Joint Restraint**

(1) Shall attach to the plain end of a pipe by wedge screws to produce a flange which joins to an existing integral companion flange.

(2) Shall be constructed of ductile iron meeting ASTM A536 and manufactured in accordance with ANSI/AWWA C-110/A21.10 and C-111/A21.11.

(3) Shall meet ANSI/AWWA C-110/A21.10 and ANSI/AWWA C-111/A21.11, latest revisions.

(4) Flanges shall have bolt circle and bolt holes which match a Class 125 flange and are compatible with ANSI/AWWA C-115/A21.15.

(5) Gaskets shall be full faced and made of EPDM rubber.

(6) Shall withstand 250 psi working pressure.

##### **iii) Mechanical Joint Restraint**

- (1) Restraint shall be provided with wedge action devices.
- (2) Restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism (the lug) which, when activated, imparts multiple wedging actions against the pipe, thereby increasing its restraint on the pipe as the joint tries to separate. “Twist-off nuts” shall be used to ensure proper actuating of the restraining device.
- (3) Follower glands shall be manufactured of ductile iron conforming to ASTM A536-80.
- (4) Wedging lug and bolt shall be manufactured of ductile iron which has been heat-treated to a minimum hardness of 370 BHN.
- (5) Glands shall be dimensioned such that they can be used with standard mechanical joints and have tee-head bolts conforming to ANSI/AWWA C-111/A21.11 and ANSI/AWWA C-153/A21.53, latest revision.
- (6) Pipe restrained with retainer glands specified shall be capable of withstanding twice the rated pressure of the restraint device for five minutes with no leakage or movement.
- (7) Wedge action restraints shall withstand the following working pressures:
  - (i) 4” - 16” = min. 350 psi
  - (ii) >16” = min. 250 psi

iv) Existing Pipe Joint Restraint

- (1) Restraint shall be provided with wedge action mechanical devices.
- (2) Split-restraint fittings for mechanical joints on existing pipe installations shall be segmented.
- (3) Split-restraint fittings for existing pipe bell-and-spigot joints shall consist of a split restraint ring installed on the pipe barrel behind the bell.
- (4) Restraint devices shall be ductile iron per ASTM A536, latest revision, min. Grade 60-42-12. Threaded rods shall be high strength low-alloy steel per ANSI/AWWA C-111/A21.11.

**b) PVC Pipe Restraints**

- i) Push-on Joint Restraint is not approved for PVC pipe. New PVC pipe longitudinal installations requiring restraint shall be with PVC pipe manufactured to provide restraint when the pipe’s bell-and-spigot is assembled (i.e., manufactured restrained joint PVC pipe, such as Eagle Loc 900 or Certa-Lok).
- ii) Restraints connecting PVC pipe spigot ends to mechanical joint fittings and appurtenances shall be the following:
  - (1) Restraint provided shall be incorporated in the design of the follower gland and shall utilize multiple wedge segments acting against the pipe and increasing their resistance as the line

pressure increases. The assembled joint shall maintain the maximum flexibility and deflection of all nominal pipe sizes after burial.

- (2) Restraining gland, wedge segments, and actuating bolts shall be manufactured of high strength ductile iron conforming to the requirements of ASTM A536, Grade 65-45-12.
- (3) Restraining rods & nuts shall be made of high strength, low alloy steel meeting AWWA/ANSI C111/A21.11 with minimum 65,000 psi tensile strength and 45,000 psi yield strength.
- (4) Dimensions shall be compatible with standardized mechanical joints conforming to the requirements AWWA C111/ANSI A21.11 and AWWA C153/ANSI 21.53).
- (5) Breakaway tops shall be incorporated in the design of the actuating bolts to visually ensure proper torque.
- (6) The manufacturing of the actuating bolt must incorporate a quality control procedure deemed acceptable to positively assure precise and consistent operating torque of the breakaway top.
- (7) Restraining devices shall have a working pressure rating of 235 psi and provide no less than a safety factor of 2:1.
- (8) Restraint shall be FM approved in applicable sizes.
- (9) Coating shall be with MEGA-BOND®, or an Alkyd paint.

iii) Restraints for existing push-on PVC pipe joints (bell-and-spigots) shall be the following:

- (1) Restraint shall be provided by two split retainer rings having a series of machined (not “as cast”) serrations that provide positive restraint and full support of the pipe wall. One split serrated clamping ring shall be installed on the spigot (plain end) pipe for connection to a second clamping ring to be located on the pipe barrel, immediately behind the gasketed bell, with necessary restraining rods and nuts connecting the bell ring to the gripping ring. Devices shall carry a minimum 2:1 safety factor.
- (2) Manufactured of ductile iron conforming to ASTM A536, grade 65-45-12.
- (3) Coated with MEGA-BOND®, or an Alkyd paint.

### **3) QUALITY CONTROL AND TESTING**

When submitting for approval of restraint devices not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the restraint fittings may be rejected at the sole option of the City.

#### **a) Ductile Iron Pipe Restraints**

##### **i) Coatings**

- (1) Flange Adapters shall be provided with painted "shop coat", or approved equal.

(2) Retainer glands shall be provided with a bituminous coat.

(3) Existing pipe push-on joint restraint fittings shall be provided with a bituminous coat.

ii) Burst pressure tests shall be performed as specified in ANSI/AWWA111/A21.11, latest revision.

**b) PVC Pipe Restraints**

i) Restraining devices shall meet or exceed all requirements of ASTM F1674 “Standard Test Method for Joint Restraint Products for Use with PVC Pipe”.

ii) Pipe restrained with retainer glands specified shall be capable of withstanding twice the rated pressure of the restraint device for five minutes with no leakage or movement.

**4) MANUFACTURER**

**a) Ductile Iron Pipe Restraints**

i) Ductile iron pipe push-on joint restraint devices shall be U.S. Pipe "Field-Lok" Gasket, American "Fast-Grip" Gasket, or approved equal.

ii) Ductile iron pipe flange joint restraint devices shall be approved, equal to, or better than EBAA Iron “Megaflange Series 2100” or “1000 EZ Flange”, or Ford Meter Box Company “Uni-flange Series 400-C”, or approved equal.

iii) Wedge action restraint for ductile iron pipe mechanical joints shall be equal to or better than EBAA Iron “Megalug, Series 1100”, Tyler/Union TUF Grip TLD, Sigma One-Lok Model SLD, or approved equal.

iv) Split, wedge-action restraints devices for restraint of existing pipe and fitting joints shall be approved, equal to, or better than EBAA Iron “Megalug, Series 1100SD or HD”, or approved equal.

**b) PVC Pipe Restraints**

i) Restraint of Existing PVC pipe bell-and-spigots, such as the Uniflange 1350C, Uniflange 1390C, Megalug 1600, Sigma PV-Lok Series PVP, or approved equal.

ii) Restraint of PVC pipe spigot-end to mechanical joint of fittings or valves, such as the Megalug 2000PV, Tyler/Union TUF Grip TLP, Uniflange 1300C, Sigma One-Lok Models SLC or PVM, or approved equal.

iii) Manufactured restrained joint PVC pipe shall be Eagle Loc 900, Certa-Lok, or approved equal.

**W-40 BRASS FITTINGS**

**1) GENERAL**

All brass fittings for service lines shall be included under this specification.

2) **PRODUCT**

- a) All fittings shall be manufactured of brass, cast and machined in accordance with AWWA Standard C-800, latest revision.
- b) All fittings shall perform in accordance with AWWA C-800, latest revision.
- c) All brass fittings shall be made of a “No-Lead Brass”, defined for this specification as brass alloy containing not more than one fourth of one percent (0.25% or less) total lead when used with respect to the wetted surfaces of the fitting, as defined by NSF/ANSI 61.
- d) All fittings shall be certified as suitable for contact with drinking water in accordance with ANSI/NSF Standard 61, Drinking Water Components – Health Effects, Section 8. Certification shall be by an accredited certification organization or by a laboratory able to demonstrate that the NSF 61 lead testing protocol was followed.
- e) All brass fittings shall comply with Florida Administrative Code (F.A.C.) 62-555 (latest revision), the Safe Water Drinking Act, as amended, and the U.S Environmental Protection Agency (E.P.A.).
- f) All brass fittings shall be integrally stamped or cast with the manufacturer's name and a marking or trademark identifying that the fitting contains a “no lead” brass alloy (as defined herein), e.g., ‘NL’, ‘EB2’, or ‘FED’, etc.

**g) Curb Stops & Meter Valves**

- i) All curb stops shall be full-port and have a flow passage area equivalent to the fitting outlet flow area.
- ii) Curb stops shall be of the ball valve design with a full-port opening ball no less than 3/4-inch. 3/4-inch curb stops shall be provided without padlock wings.
- iii) 1-in. and larger curb stops shall be provided with padlock wings cast on stop body and operating tee cap to provide for locking the stop in closed position.
- iv) Curb stops for use with copper or plastic service shall have an inlet connection with a pack-joint compression nut (w/ set screw) and an outlet connection with female iron pipe thread (FIP), or shall have an Inside Iron Pipe Thread (FIP) inlet connection and an Inside Iron Pipe Thread outlet connection.
- v) Meter valves shall be of the ball valve design with a full-port opening ball no less than 3/4-inch. Meter valves shall be provided with padlock wings cast on stop body and operating tee cap to provide for locking the stop in closed position. Meter valves for use with copper or plastic service shall have an inlet connection with a compression joint and a swivel nut outlet connection, or shall have an Inside Iron Pipe Thread (FIP) inlet connection and an Inside Iron Pipe Thread outlet connection.

**h) Corporation Stops**

- i) Corporation stops shall be of the ball valve design. Corporation stop inlet connection shall be the AWWA Taper thread. The outlet connection shall be CTS pack-joint (w/ set screw) for copper or plastic tubing.

**i) Brass Fittings**

- i) Branch connections shall be brass construction with copper compression joint inlet and male iron pipe size outlets.
- ii) Meter re-setters shall be designed for use with standard 5/8"x3/4" and 1" water meters. Resetters shall be constructed from brass fittings conforming to the specifications herein, with copper riser pipes. An angle ball valve shall be provided on the inlet riser, saddle nuts and gaskets on inlet and outlet. Pipe connections shall be (nominal) male iron pipe size meter thread on both inlet and outlet.

iii) Threaded fittings

- (1) Threaded brass fittings ("Fittings") provided shall be manufactured in accordance with ANSI B16.15, 125 lb.
- (2) Fittings shall be of material conforming to ASTM B62 or B584.
- (3) Threads on all fittings shall be N.P.T. in conformance with ANSI B1.20.3, right hand and shall be smooth, clean and true to form.
- (4) Fittings shall be legibly cast or dye stamped such that the manufacturer's name, initial or other mark can be easily identified.

**3) QUALITY CONTROL AND TESTING**

- a) Manufacturer shall provide a copy of a letter from NSF International (on NSF letterhead) documenting compliance with NSF/ANSI 61 Annex F.
- b) Certification of the standards must be available and provided, if requested by the City. If requested, an Affidavit of Compliance to these standards and specifications shall be signed and submitted by an officer of the manufacturing firm.

When submitting for approval of brass fittings not listed, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If any of this documentation is omitted, the brass fittings may be rejected at the sole option of the City.

**4) MANUFACTURER**

- a) Brass fittings and threaded brass fittings shall be domestically manufactured by Mueller Company, Ford Meter Box Company, A.Y. McDonald Mfg. Company, or approved equal.
- b) Curb stops with compression nut inlet connection and female iron pipe thread (FIP) outlet connection:

FMBC: B41-333-378-NL (for 3/4-in), B41-xxx-W-NL (for ≥1-in)

A.Y. McDonald: 76102-22 (for ¾-inch), and 76102-22-W (for ≥1-inch)  
Mueller: P-2517(2 or 0)N (as applicable)  
or approved equal.

- c) Curb stops with Inside Iron Pipe Thread (FIP) inlet connections and an Inside Iron Pipe Thread outlet connections shall be:

FMBC: B11-333-NL (for ¾-in), and B11-xxx-W-NL (for ≥1-in)  
A.Y. McDonald: 76101 (for ¾-in), and 76101-W (for ≥1-in)  
Mueller: B-20283N (for ¾-in), B-20200N (for ≥1-in),  
or approved equal.

- d) Meter valves:

Angle meter valve: FBMC BA43W, Mueller P-24258N, A.Y. McDonald 4602B-22, or approved equal.

Straight meter valve (compression x swivel): FBMC B43W, Mueller P-24351N, A.Y. McDonald 6101MW-22, or approved equal.

Straight meter valve (FIP x swivel nut): FBMC B13W, Mueller P-24350N, A.Y. McDonald 6100MW-22, or approved equal

- e) Corporation stops for sizes ¾” – 2” shall be:  
FMBC FB-1000, A.Y. McDonald 4701B-22, Mueller P-25008N,  
or approved equal.

- f) Branch connections shall be:  
FMBC U48, Mueller P-15363N, A.Y. McDonald 08U2M, or approved equal.

- g) Meter re-setters shall be:  
FMBC VB40 Series, Mueller B-24118R, A.Y. McDonald Series 18,  
or approved equal.

## **W-41 MECHANICAL JOINT BOLTS-AND-NUTS**

### **1. GENERAL**

All mechanical joint bolts and nuts shall be manufactured in accordance with ANSI/AWWA C-111/A21.11, latest revision, and shall also adhere to the following specification.

### **2. PRODUCT**

- a. All mechanical joint bolts shall be a Tee-head design with hexagonal nuts. Dimensions shall be in accordance with ANSI/AWWA C-111/A21.11.

- b. All bolts and nuts shall be manufactured of high-strength, low alloy steel in conformance with ANSI/AWWA C-111/A21.11 and ASTM A242, latest revisions.

- c. All bolts shall be designed for internal and external threads to conform to ANSI/ASME B1.1 and B1.2. Thread form shall conform to the standards and dimensions of the coarse-thread series Unified

Coarse (UNC); external threads shall be made in compliance with Class 2A limits, and internal threads shall be made in compliance with Class 2B limits. The Contractor is advised that various HDPE MJ adapters may require longer than standard bolts to complete the installation.

### **3. QUALITY CONTROL AND TESTING**

When submitting for approval of mechanical joint bolts and nuts not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the mechanical joint bolts and nuts may be rejected at the sole option of the City.

### **4. MANUFACTURER**

Mechanical joint bolts and nuts specified herein shall be domestically manufactured of Cor-Ten or approved equal by Birmingham Foundry, National Set Screw Corporation or approved equal.

### **W-42 OFFSETS** **(Ductile Iron, Mechanical Joint)**

#### **1. GENERAL**

All ductile iron mechanical joint offsets shall be of ductile iron and manufactured in accordance with and ANSI/AWWA Standards C-110/A21.10 (or C-153/A21.53) and C-111/A21.11, latest revisions.

#### **2. PRODUCT**

- a. Ductile iron mechanical joint offsets shall have a minimum pressure rating of 350 psi.
- b. Joints shall be mechanical joints in accordance with C-111/A21.11, latest revision. All joint accessories shall be furnished with the fittings. Mechanical joint bolts and nuts shall be domestically manufactured of high-strength, low-alloy steel such as "Corten", "Usalloy", or "ACIPalloy". The follower gland shall be manufactured from ductile iron. The gasket shall be made of EPDM rubber.
- c. Mechanical Joint fittings furnished shall have either of the exterior coating and interior lining systems described below:
  - (1) Cement Mortar Lining: Fittings furnished shall have a standard thickness cement mortar lining and be seal coated in accordance with ANSI/AWWA C-104/A21.4, latest revision. Fittings shall be listed NSF or by an approved certifying agency as conforming to all requirements of ANSI/NSF 61 and shall have an asphalt exterior coating which conforms to ANSI/AWWA C-110/A21.53.
  - (2) Fusion-bonded epoxy: Fittings shall be coated inside and out with a minimum 8 mils of fusion-bonded epoxy, and be in conformance with the requirements of ANSI/AWWA C-116/A21.16 and AWWA C-550, latest revisions. Fittings shall be listed by an approved certifying agency as conforming to all requirements of ANSI/NSF 61.

### **3. QUALITY CONTROL AND TESTING**

- a. Ductile iron mechanical joint offsets shall meet or exceed pressure, hydrostatic and all other tests set forth in ANSI/AWWA C-110/A21.10 (or C-153/A21.53), latest revision.

b. Submit in duplicate notarized certificates of conformance that all tests and inspections performed on ductile iron mechanical joint offsets as required by the ANSI/AWWA standards C-110/A21.10 (or C153/A21.53) have been satisfied.

c. When submitting for approval of ductile iron mechanical joint offsets not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the ductile iron mechanical joint offsets may be rejected at the sole option of the City.

#### **4. MANUFACTURER**

Ductile iron mechanical joint offsets shall be manufactured by U.S. Pipe and Foundry Co., American Ductile Iron Pipe, Sigma, Tyler-Union, Union Foundry, or approved equal.

#### **W-43 SOLID SLEEVES** **(Ductile Iron, Compact, MJ)**

##### **1. GENERAL**

Solid sleeves shall be used to join two plain ends of pipe or repair a damaged pipe.

##### **2. PRODUCT**

a. Solid sleeve lengths shall be up to 24-inches. The solid sleeve shall be capable of having two plain ends of pipe inserted into opposite ends of the sleeve. The sleeve is then to be sealed to the pipe by a mechanical joint at each end of the sleeve.

b. All sleeves shall be manufactured of ductile iron. Solid sleeves shall be manufactured in accordance with ANSI/AWWA Standard C-153/A21.53, latest revision. All sleeves shall be rated for a minimum working pressure of 350 psi.

c. All solid sleeve sealing ends shall be mechanical joints in accordance with ANSI/AWWA C-111/A21.11, latest revision. All joint accessories shall be furnished with the fittings. All bolts and nuts shall be made of high-strength, low-alloy steel such as "Corten", "Usalloy", or "Acipalloy". The gasket shall be for a standard Mechanical Joint, in accordance with ANSI/AWWA C-111/A21.11, latest revisions, and be made of EPDM rubber. The follower gland shall be manufactured from ductile iron at least ASTM A536, Grade 70-50-05 in accordance with ANSI/AWWA C-111/ A21.11, latest revision

d. All ductile iron compact solid sleeves shall be furnished with a standard thickness cement mortar lining and seal coating in accordance with AWWA Standard C-104, latest revision.

e. Fittings shall have an exterior, asphaltic coating which conforms to ANSI/AWWA C-153/A21.53.

##### **3. QUALITY CONTROL AND TESTING**

a. All solid sleeves shall meet or exceed all testing requirements of ANSI/AWWA C-153/A21.53.

b. When submitting for approval of solid sleeves not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the solid sleeves may be rejected at the sole option of the City.

#### **4. MANUFACTURER**

a. All ductile iron mechanical joint solid sleeves shall be manufactured by U.S Pipe, Sigma, Tyler/Union, American Cast Iron Company, Clow, or approved equal.

### **W-44 COMPACT ANCHOR FITTINGS - DUCTILE IRON**

#### **1.0 GENERAL**

Ductile Iron Compact Anchor Fittings ("Fittings") provided under this specification shall be manufactured in accordance with AWWA Standard C-153 and C-111, latest editions, and as specified herein. Joint accessories shall be provided with fittings.

#### **2.0 PRODUCT**

##### **a. Tees**

(1) Both joints on the run of all anchor tees shall be mechanical joint in accordance with AWWA Standard C-111, latest edition.

(2) All mechanical joints shall be supplied with a joint accessories package (bolts, nuts and gasket) as part of the anchor fitting. MJ Gaskets shall be made of EPDM rubber formulated to resist chloramine degradation. All anchor fittings shall be compatible with mechanical joint connections in accordance with AWWA C-111, latest edition, and shall be capable of mechanical restraint so as to eliminate the need for additional thrust restraints.

(3) The standard anchor tee branch shall have an anchoring "plain end" which includes an integral or split follower gland, suitable for connecting to mechanical joint fitting meeting ANSI/AWWA C-111/A 21.11.

##### **b. Anchor Elbow and Anchor Coupling**

The Anchor x Anchor elbows and anchor couplings shall have for both ends anchoring "plain ends". These "plain ends" shall have integral or split follower glands, suitable for mechanical joint fittings meeting ANSI/AWWA C-111/A 21.11.

##### **c. Joint Accessories**

(1) All T-head bolts and nuts for joints shall be domestically manufactured high-strength, low-alloy steel such as "Corten", "Usalloy," or "ACIPalloy."

(2) All joint accessories shall be furnished with anchoring fittings.

(3) All gaskets shall be EPDM rubber.

b. All anchoring fittings shall be furnished with either: i) a standard thickness cement mortar lining seal coated in accordance with AWWA Standard C-104, latest edition, and an exterior, asphalt coating which conforms to ANSI/AWWA C-151/A21.51; or, ii) have factory-applied fusion bonded epoxy coatings both inside and outside, in accordance with AWWA C550.

- c. All fittings shall have a minimum pressure rating of 350 psi.

### **3.0 QUALITY CONTROL AND TESTING**

- a. All anchor fittings shall meet or exceed acceptance, performance and hydrostatic testing in accordance with AWWA Standard C-153 and C-111, latest editions.
- b. When submitting for approval of ductile iron compact anchor fittings not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the ductile iron compact anchor fittings may be rejected at the sole option of the City.

### **4.0 MANUFACTURER**

Ductile iron compact anchor fittings shall be manufactured by U.S. Pipe and Foundry Company, Clow, American Ductile Iron Pipe, McWane, Pipeline Components, Inc. or approved equal.

### **W-45 COMPACT MECHANICAL JOINT FITTINGS-DUCTILE IRON**

#### **1. GENERAL**

- a. Ductile iron compact mechanical joint fittings shall be manufactured in accordance with ANSI/AWWA C-153/A21.53, latest revisions and the specifications stated herein. Fittings shall be listed by the National Sanitation Foundation (NSF) and shall conform to the requirements of NSF-61.
- b. Whenever the word "fitting" is used in this specification, it shall mean "Compact Ductile Iron Mechanical Joint Fitting".

#### **2. PRODUCT**

- a. For fittings larger than 16-inches physical and chemical properties shall be in accordance with ANSI/AWWA C153/A21.53, latest revision. The minimum working pressure for fittings shall be 350. The minimum wall thickness shall not be less than that of pressure class 350 ductile iron pipe.
- b. Joints shall be Mechanical Joint in accordance with ANSI/AWWA C111/A21.11 and C153/A21.53, latest revision, with exceptions noted herein. Mechanical Joint bolts and nuts shall be domestically manufactured of high-strength, low-alloy steel such as "Corten", "Usalloy", or "ACIPalloy". Joints requiring a shorter bolt than called for in ANSI/AWWA C111/A21.11 shall be supplied as required. Gaskets for mechanical joints shall be made of ethylene propylene diene (EPDM) rubber.

- c. **Exterior Coating and Interior Lining**

Mechanical Joint fittings furnished shall have either of the exterior coating and interior lining systems described below:

- (1) Cement Mortar Lining: Fittings furnished shall have a standard thickness cement mortar lining and be seal coated in accordance with ANSI/AWWA C-104/A21.4, latest revision. Fittings shall be listed by an approved certifying agency as conforming to all requirements of ANSI/NSF 61 and shall have an asphalt exterior coating which conforms to ANSI/AWWA C-153/A21.53.

(2) Fusion-bonded Epoxy: Fittings shall be coated inside and out with fusion-bonded epoxy, and be in conformance with the requirements of ANSI/AWWA C-116/A21.16 and AWWA C-550, latest revisions. Fittings shall be listed by NSF or by an approved certifying agency as conforming to all requirements of ANSI/NSF 61.

### **3. QUALITY CONTROL AND TESTING**

a. All fittings specified herein shall meet or exceed all hydrostatic, performance, and acceptance tests in accordance with ANSI/AWWA C153/A21.53 latest revision.

b. When submitting for approval ductile iron compact MJ fittings not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the ductile iron compact MJ fittings may be rejected at the sole option of the City.

### **4. MANUFACTURER**

All manufacturers of ductile iron compact MJ fittings specified herein shall have a domestic presence. The fittings shall be manufactured by U.S. Pipe, Clow, Tyler/Union Pipe, American Ductile Iron Pipe, McWane, Pipeline Components, Inc., Sigma, Star Pipe, or approved equal.

## **W-46 DUCTILE IRON FITTINGS**

### **1) GENERAL**

This section includes all fittings to be owned and maintained by the City of Tampa Water Department. Requirements of this section apply to all fittings unless exceptions are shown or stated on the plans or specific provisions.

### **2) PRODUCT**

a) All fittings shall be manufactured of ductile iron.

b) All fittings below grade shall be mechanical joint.

c) All mechanical joint bolts shall be a Tee-head design with hexagonal nuts, dimensioned in accordance with ANSI/AWWA C-111/A21.11.

d) All bolts and nuts shall be manufactured of high-strength, low alloy steel in conformance with ANSI/AWWA C-111/A21.11 and ASTM A242.

e) All fittings above grade shall be AWWA C110 flanges with a drilling that matches AWWA C115 and ANSI B16.1 class 125 flanges.

f) Minimum Working Pressure

i) Mechanical Joint = 350 psi

ii) Flanged Joint = 250 psi

- g) Fitting shall be factory furnished with standard thickness cement lined interiors and asphaltic coated exteriors, or have fusion-bonded epoxy coating inside and out.
- h) Anchor tee branches shall have an anchoring "plain end" which includes an integral or split follower gland, suitable for connecting to mechanical joint fitting meeting ANSI/AWWA C-111/A 21.11.
- i) Anchor x Anchor elbows and anchor couplings shall have for both ends anchoring "plain ends". These "plain ends" shall have integral or split follower glands, suitable for mechanical joint fittings meeting ANSI/AWWA C-111/A 21.11.
- j) Gasket material shall be made of EPDM rubber.

### **3) QUALITY CONTROL AND TESTING**

- a) Fittings shall be listed by the National Sanitation Foundation (NSF), or by an approved certifying agency as conforming to all requirements of ANSI/NSF 61.
- b) All mechanical joint fittings shall meet or exceed ANSI/AWWA C153/A21.53 or ANSI/AWWA C110/A21.10
- c) All flanged fittings shall meet or exceed ANSI/AWWA C110/C115/C153 and ANSI/ASME B16.1
- d) Cement lining shall be in accordance with AWWA C104/A21.04
- e) Asphaltic coatings shall meet or exceed ANSI/AWWA C110/A21.10
- f) Fusion-bonded coating and lining shall conform with AWWA C-116 and AWWA C-550, and be listed by NSF (or by an approved certifying agency as conforming to all requirements of ANSI/NSF 61).
- g) Gasket material shall be made of EPDM, in accordance with ANSI/AWWA C-111/A21.11, latest revisions. The follower gland shall be manufactured from ductile iron at least ASTM A536, Grade 70-50-05 in accordance with ANSI/AWWA C-111/ A21.11, latest revision
- h) Mechanical joint bolts and nuts shall be manufactured in accordance with ANSI/AWWA C-111/A21.11. All bolts shall be designed for internal and external threads to conform to ANSI/ASME B1.1 and B1.2. Thread form shall conform to the standards and dimensions of the coarse-thread series Unified Coarse (UNC); external threads shall be made in compliance with Class 2A limits, and internal threads shall be made in compliance with Class 2B limits.

### **4) MANUFACTURER**

- a) Ductile iron fittings shall be manufactured by U.S Pipe, Sigma, McWane, Tyler/Union, American Cast Iron Pipe Company, Clow, or approved equal.
- b) Mechanical joint bolts and nuts shall be domestically manufactured of Cor-Ten or approved equal by Birmingham Foundry, National Set Screw Corporation, or approved equal.

### **W-47 FLANGED FITTINGS - (Standard Class 125)**

**1. GENERAL**

All standard class 125 flanged fittings shall be manufactured in accordance with ANSI/AWWA Standard C-110/A21.10 and NAPF 200, latest revision.

**2. PRODUCT**

a. Standard class 125 flanged fittings shall have a minimum pressure rating of 250 psi. Flanges shall be round type, faced and drilled and shall conform to ANSI B16.1 for cast-iron or bronze pipe flange Class 125.

b. The joints shall be flanged in accordance with ANSI/AWWA C-110/A21.10 and NAPF 200, latest revision. All necessary hex-head bolts and nuts, and full-faced gaskets for each joint shall be furnished as a Flange Accessory Package and shall conform to ANSI B18.2.2; threads shall be manufactured in accordance with ANSI B1.1. Bolts and nuts shall be high-strength, low-alloy steel such as "Corten", "Usalloy", or "ACIPalloy". Bolt circle and bolt holes shall be drilled and faced to match American National Standard Institute (ANSI) B16.1, Class 125 Flanges.

c. All standard class 125 flanged fittings shall have a standard thickness cement mortar lining and shall be seal coated in accordance with AWWA Standard C-104, latest revision.

**3. QUALITY CONTROL AND TESTING**

a. All standard class 125 flanged fittings shall meet or exceed all test standards set forth in AWWA C-110.

b. When submitting for approval of standard class 125 flanged fittings not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the standard class 125 flanged fittings may be rejected at the sole option of the City.

**4. MANUFACTURER**

Standard class 125 flanged fittings shall be manufactured by U.S. Pipe and Foundry Co., American Ductile Iron Pipe, PCI, Tyler-Union, Sigma, or approved equal.

**W-60 FIRE HYDRANT ASSEMBLY**

**1) GENERAL**

This section includes all hydrants to be owned and maintained by the City of Tampa Water Department. Requirements of this section apply to all hydrant assemblies unless exceptions are shown or stated on the plans or specific provisions.

**2) PRODUCT**

**a) Pipe**

i) See *Ductile Iron Pipe* Specifications

**b) Valve**

i) See *Valve* Specifications

c) **Fittings**

i) See *Fittings* Specifications

d) **Hydrant**

i) Hydrants shall have a 5¼-inch main valve opening. The main valve shall be of compression-design and shall open against and closing with pressure. The hydrant shall comply with the requirements of Associates Factory Mutual Insurance Companies and have the "FM" symbol cast into the barrel. The hydrant shall be listed with Underwriter's Laboratories. Hydrants shall open by turning the operating nut counterclockwise.

ii) The hydrant shall be provided with a breakable traffic feature designed so that the nozzle section of the hydrant can be rotated a full 360 degrees. Break couplings shall be made of cast iron, epoxy coated steel, or forged stainless steel. The lower barrel and shoe shall be made of ductile iron, manufactured in accordance with AWWA C-502, latest revision.

iii) All hydrants shall have two 2½-inch bronze nozzles, 180 degrees apart, and one 4½-inch bronze nozzle. All nozzle centerlines shall be at the same elevation. Nozzle outlet threads to be National Standard fire hose coupling screw thread, as described in Appendix A of AWWA C-502. After being coated with an approved anti-seize compound as specified herein, hydrant nozzle shall thread or twist-lock into the hydrant nozzle section; a locking device secures the nozzle. Cast iron or ductile iron nozzle caps provided, with gaskets; nozzle cap nut configuration matches hydrant operating nut. Chains are not provided on nozzle caps.

iv) Hydrant design shall be such that removal of the seat valve drain mechanism, internal rod and all working parts can be accomplished through the top of the hydrant without disturbing the ground-line joint or nozzle section. The shoe inlet shall be mechanical joint, in accordance with AWWA C-111, latest revision. The interior of the shoe and (and upper and lower valves plates, if utilized in design) shall be epoxy-coated in accordance with AWWA C550, latest revision. Accessory kits shall be provided with MJ bolts and nuts and gasket. Mechanical joint nuts and bolts to be manufactured of high-strength, low-alloy steel equal to or better than "Cor-Ten". Main valve gasket and mechanical joint (MJ) gasket made of EPDM.

v) All above-ground external bolts, studs, and nuts made of low-zinc bronze or stainless steel. Below-ground bolts, studs and nuts shall be made of high-strength, low-alloy steel as specified herein, or of stainless steel. When bolts are used at the break coupling, they shall not be frangible.

vi) Unless the operating rod is made of stainless steel, the rod shall be sheathed where it passes through a double O-ring seal, sealing the operating threads from the water in the hydrant at all times when the valve is in the open or closed position. Another O-ring shall prevent water from passing between the operating shaft and the sheath. Downward travel of the operating rod and valve assembly shall be controlled by a travel stop device (located in the bonnet only), to prevent the bottom of the main valve from making contact with the epoxy coating of the shoe. Travel stop devices located on the bottom of the operating rod are not acceptable. Bronze operating nuts shall be fully covered with a cast iron or ductile iron weather shield and shall have at least one anti-friction thrust washer to reduce the operating torque when opening the hydrant. The hydrant's bronze main valve seat ring shall thread into a bronze sub-seat

or drain ring. The drain outlet for the hydrant shall be eliminated as part of the casting or machining process.

**vii)** Hydrant operating threads shall be lubricated with anti-seize compound paste upon assembly. Approved anti-seize compounds are Bostik Never-Seez food-grade (888-603-8558), or Permatex part #82448 (food-grade anti-seize compound). (877-376-2839), or MobilGrease FM102 (food-grade). Approval for other anti-seize compounds shall be requested in writing to the Tampa Water Department, accompanied with a Material Safety Data Sheet from the manufacturer of the compound for review. Anti-seize compound shall not contain any heavy metals.

**viii)** When the hydrant is tested for head-loss as described in AWWA C502, Section 5, latest revision, the maximum head-loss shall not exceed 2.5 psi when flowing at 1000 gpm through the 4 ½-inch nozzle,.

**ix)** Hydrant coatings shall be as specified in AWWA C502 Section 4.02. Additionally, above-ground exterior hydrant coatings shall be minimum 4 mil Dry Film Thickness white primer coating, compatible with Porter high-grade enamel final paint to be applied in the field. Color will be specified by inspector.

**x)** If manufacturer uses locking keys to secure the lower barrel to the shoe, all locking keys to be fully coated with a Water Department approved anti-seize compound applied upon assembly

### **3) QUALITY CONTROL AND TESTING**

#### **a) Pipe**

i) See *Ductile Iron Pipe* Specifications

#### **b) Valve**

i) See *Valve* Specifications

#### **c) Fittings**

i) See *Fittings* Specifications

#### **d) Hydrant**

i) The following shall be provided upon request of the Engineer:

**(1)** Certified affidavit from an officer of the manufacturer that hydrant conforms to AWWA C502, latest revision, and these specifications.

**(2)** Certified test results from an independent testing laboratory indicating that the hydrant conforms to Section 2.8 of this specification.

**(3)** Certification of Underwriter's Laboratories listing.

**(4)** Certification of compliance with Associates Factory Mutual Fire Insurance Companies specifications.

4) **MANUFACTURER**

a) **Pipe**

i) See *Ductile Iron Pipe* Specifications

b) **Valve**

i) See *Valve* Specifications

c) **Fittings**

i) See *Fittings* Specifications

d) **Hydrant**

i) Hydrants shall be assembled and tested in their entirety within the United States of America or its territories. The manufacturer of hydrants shall have continuously manufactured, catalogued, sold, and had in service the hydrants in the size proposed for a minimum of five years.

Hydrants shall be manufactured by American (Darling B-84-B 5¼), U.S. Pipe (Metro 250 M94, 5 ¼), Kennedy (Guardian K81-D, 5¼), American AVK (Series 2780, Nostalgic, 5¼), or approved equal.

**W-70 TAPPING SLEEVES - (Steel, "O-Ring" Type)**

1. **GENERAL**

Tapping sleeves (steel/"O-ring" type) shall be constructed of high strength steel and shall be manufactured in accordance with ASTM A285. Steel tapping sleeves shall be suitable for tapping ductile iron pipe, C-900 PVC pipe, and all pipe manufactured in accordance with ANSI A21 Standards, AWWA, and these specifications.

2. **PRODUCT**

a. All tapping sleeves (steel or "O-ring" type) shall be split sleeve design; one half shall contain the outlet hub, gasket and tapping flange; the other half shall form the back. A ¾" NPT test plug shall be provided on the outlet throat of the sleeve for pressure testing the sealed sleeve at 150 psi prior to tapping the pipe. All tapping sleeves shall allow a full-size cutting head to pass through the outlet of the hub.

b. All bolts and nuts joining the two halves of the sleeve shall be high strength, low alloy steel, such as Cor-Ten, in accordance with AWWA C-111, latest revision.

c. All tapping sleeve connection flanges shall be a Class 125 flanged joint, conforming to AWWA C207 Class D, ANSI 150 lb. with a counter bore per MSS SP-60 dimensions.

d. Tapping sleeves shall seal to the pipe by the use of a confined "O-ring" gasket around the tap opening between the sleeve and pipe or by a full circumferential gasket between the sleeve and pipe. Gasket shall be made of EPDM rubber.

e. All steel tapping sleeves shall be finished with fusion-bonded epoxy coating both inside and outside, in accordance with AWWA C-550, latest revisions.

### **3. QUALITY CONTROL AND TESTING**

When submitting for approval tapping sleeves (“O-ring” type) not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc., which completely substantiates the tapping sleeves compliance with this specification. If this documentation is omitted, the tapping sleeves may be rejected at the sole option of the City.

### **4. MANUFACTURER**

Tapping sleeve (steel”O-ring” type) manufactures shall be domestically assembled. Tapping sleeves (steel”O-ring” type) shall be manufactured by JCM 412, Smith Blair 622, Ford Meter Box FTSC, Dresser 610, Mueller H615, U.S. Pipe T9, or approved equal.

## **W-71 TAPPING SLEEVES - (Mechanical Joint)**

### **1. GENERAL**

Tapping sleeves (mechanical joint) shall be constructed of ductile iron. All tapping sleeves shall be suitable for tapping cast iron, ductile iron pipe, C-900 PVC pipe, and all pipe manufactured in accordance with ANSI A21 Standard, AWWA, and these specifications.

### **2. PRODUCT**

a. Tapping sleeves shall be of the split sleeve design; one half shall contain the outlet hub, gasket, and tapping flange; the other shall form the back of the sleeve. A ¾” NPT test plug shall be provided on the outlet throat of the sleeve for pressure testing the sealed sleeve at 150 psi prior to tapping the pipe. All tapping sleeves shall allow a full-size cutting head to pass through the outlet of the hub.

b. Tapping sleeves shall be constructed of ductile iron and shall be manufactured in accordance with ASTM A536.

c. All bolts and nuts joining the two halves of the sleeve shall be high strength, low alloy steel, such as Cor-Ten, in accordance with AWWA C-111, latest revision.

d. Tapping sleeve connection flanges shall conform to AWWA C-110/ANSI B16.1 Class 125 with counter bore per MSS SP-60 dimensions.

e. Mechanical joint tapping sleeves shall form a mechanical joint at each end of the sleeve after bolting the halves together. The sleeve shall then be sealed to the pipe by assembling the mechanical joint using split gaskets and follower glands.

f. All ductile iron sleeves shall have an outside bituminous coating in accordance with AWWA C-110, latest revision.

g. End and side gaskets shall be made of EPDM rubber.

### 3. QUALITY CONTROL AND TESTING

When submitting for approval of tapping sleeves (mechanical joint) not listed in Section 4, of this specification include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the tapping sleeves (mechanical joint) may be rejected at the sole option of the City.

### 4. MANUFACTURER

Tapping sleeve (mechanical joint) shall be domestically assembled. Tapping sleeves (mechanical joint) shall be manufactured by U.S. Pipe Mechanical Joint Tapping Sleeve, Mueller Co. H-615, American Flow Control or approved equal.

#### W-80 METER SET ASSEMBLY

##### 1) GENERAL

This section includes all meters to be owned and maintained by the City of Tampa Water Department. Requirements of this section apply to all meters unless exceptions are shown or stated on the plans or specific provisions.

##### 2) PRODUCTS

###### a) **Meter laterals**

i) See *HDPE Tubing* specification

###### b) **Curb and Corporation Stop**

i) See *Brass Fittings* specification

###### c) **Meter**

i) Shall be capable of operating at 150 psi

ii) The unit of measure shall be in 100 Cubic Feet (ccf)

iii) Shall have a life expectancy of 20 years

iv) Shall be magnetic-driven, positive displacement meters of the flat nutating disc type

v) All meters must be adaptable to a field programmable absolute encoder register without interruption of the customer's service.

vi) All maincase bolts shall be of 300 series non-magnetic stainless steel to prevent corrosion.

vii) End connections for 1½" and 2" meters shall be either spud type in accordance with ANSI 1.20.1 or oval flange type with gaskets at the City's option.

viii) Numerals on odometer shall be black on white background except for the two right most numerals which shall be white on black background.

ix) Direct Read Standard Register

- (1) The register shall be of the straight reading sealed magnetic drive type and shall contain six (6) numeral wheels.
- (2) Registers must be hermetically sealed.
- (3) All direct reading register cups shall be copper to prevent corrosion and be covered with a high strength, impact resistant flat glass lens to prevent breakage.
- (4) The lens shall be positioned above the register box to allow for run-off of debris. The register lid shall overlap the register box to protect the lens.
- (5) Registers shall have a bronze or synthetic polymer register box enclosure with the manufacturer's serial number imprinted on top of a hinged reading lid.
- (6) All registers shall have the size, model and date of manufacture stamped on the dial face. The dial shall have a red center sweep hand and shall contain one hundred (100) equally divided graduations at its periphery.
- (7) The register must contain a low flow (leak detection) indicator with a 1:1 ratio to disc nutations to provide leak detection.
- (8) Registers shall be secured to the maincase by means of a plastic tamper-proof seal to allow for inline service replacement. Register seal screws are only accepted when supplied with attached sealing wire to at least one bottom cap bolt with seal wire holes of not less than 3/32" in diameter.
- (9) Registers shall be guaranteed for at least ten (10) years. All meters will be guaranteed for one year on material and workmanship.

x) Measuring Chamber

- (1) The measuring chamber shall be of a two-piece snap-joint type with no fasteners allowed. The chamber shall be made of a non-hydrolyzing synthetic polymer.
- (2) The control block shall be the same material as the measuring chamber and be located on the top of the chamber. The control block shall be located after the strainer.
- (3) The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an "O" ring gasket.
- (4) The flat nutating disc shall be a single piece made from non-hydrolyzing synthetic polymer and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller located within the disc slot. The thrust roller head shall roll on the buttressed track provided by the diaphragm.

**d) Meter Box & Covers**

- i) Water meter boxes ("Meter Boxes") and covers ("Covers") shall be manufactured in accordance with these specifications. Covers provided shall be designed to withstand incidental traffic loading.

- ii) Meter boxes and covers provided shall be in accordance with City of Tampa Water Department “Standard Details” for meter boxes (see attached Std. Details 5.10A, 5.11A, 5.12A & 5.13).
- iii) Meter boxes and covers provided for potable water service shall be black in color.
- iv) Meter boxes and covers provided for reclaimed water (RCW) service shall be colored Pantone purple. Covers for RCW meter boxes shall include “NO BEBER”, and the universal symbol for DO NOT DRINK (the glass with a line (or “x”) through it).
- v) Meter boxes shall be LLD- or HD-polyethylene of one-piece molded construction, with dimensions as shown in the referenced drawings. The boxes shall be designed to meet the requirements for AASHTO Incidental Traffic H-10 loading. All edges shall be clean and smooth for safety during handling. Exterior wall shall be of smooth finish, black in color, and have ultraviolet degradation protection properties for above ground storage (except reclaimed water meter boxes shall be purple). Interior wall shall be of smooth finish and black or white color (except reclaimed water meter boxes shall be purple). Meter boxes shall not exceed 25 lbs. in weight, shall have pre-cut pipe entry areas, and be designed to be securely stackable.
- vi) Covers shall be made of modified polyethylene or bulk molded compound composite material to prevent floating in high water conditions.
- vii) Covers shall be one-piece molded construction, with dimensions and lettering as shown in the referenced meter box Std. Detail drawings.
- viii) Covers shall be designed to meet the requirements for AASHTO Incidental Traffic H-10 loading.
- ix) Composite covers shall have a minimum coefficient of friction of >0.5 (ASTM 1028), to prevent pedestrian slip hazard. Polyethylene covers shall have a molded tread-pattern for skid resistance.
- x) Covers under this specification shall be sized to fit the appropriate Brooks Products, Inc., Orlando, Florida concrete meter boxes, numbers 36, 37, 66 and Dual H:

<b>Description</b>	<b>¾" Dual</b>	<b>¾" or 1" Single</b>	<b>1½"-2" Single</b>	<b>Dual w/BFP</b>
<b>Meter Box Type</b>	<b>Dual H</b>	<b>#37</b>	<b>#66</b>	<b>13 x 24</b>
<b>Meter Box</b>	16-9/16" x 14-	18-1/8" x 11-	30-1/2" x 17-1/2"	13 ¾" x 23 ¼"

- xi) Covers shall be “anti-float”, demonstrated by having a specific gravity >1.0 gm/cm<sup>3</sup> (ASTM D792).
- xii) Covers shall include snap-lock pockets (slide mounts) on the underside to receive an AMR/AMI device endpoint. Snap-lock slot shall be of size sufficient to allow for a finger force install of an AMI transmitter, and pocket height shall be sufficient to allow a minimum 1/8” air gap.

- xiii) Covers shall include minimum #3 rebar or other tested and proven means of enabling magnetic location of the cover when it is buried.
- xiv) “Extra-heavy” covers provided shall be designed to meet the requirements for AASHTO Full Traffic H-20 loading.
- xv) Covers for RCW service shall be pantone purple color.
- xvi) All covers must offer a minimum of a full 10-year warranty against defects, breakage, etc., under normal use conditions.

**3) QUALITY CONTROL AND TESTING**

**a) Laterals**

- i) See *HDPE Tubing* specification

**b) Curb and Corporation stop**

- i) See *Brass Fittings* specification

**c) Meter**

- i) Brass shall meet SDWA Section 1417 lead free requirements and comply with NSF/ANSI Standard 61.

- ii) Must provide documentation of compliance with NSF/ANSI Standard 61. Certification of meter compliance to the NSF performance standard shall be by NSF, UL, or any other ANSI-accredited laboratory.

- iii) To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700.

- iv) Markings on the upper portion of the casing shall be cast raised and shall indicate size, model, direction of flow, and NSF 61 certification.

- v) Shall conform to AWWA Standard C700 (latest revision)

- vi) Shall be manufactured in a ISO 9001 facility

**d) Meter Box**

- i) All covers must offer a minimum of a full 10-year warranty against defects, breakage, etc., under normal use conditions.

- ii) All HDPE “standard” meter box covers shall be designed to meet the requirements for AASHTO Incidental Traffic H-10 loading. All HDPE “extra-heavy” covers shall meet the requirements for AASHTO Full Traffic H-20 loading.

- iii) All covers shall have UL/FM approvals.

**4) MANUFACTURER**

**a) Laterals**

i) See *HDPE Tubing* specification

**b) Curb and Corporation stop**

i) See *Brass Fittings* specification

**c) Meter**

i) Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and what percentage of the meter register, chamber, and maincase is manufactured in the United States.

Manufacturers shall have a minimum of fifteen (15) years of field and production experience with all sizes and models provided.

**d) Meter Box**

i) Water meter boxes and meter box covers provided shall be equal to or better than:

Meter Boxes:

DFW Plastics, models:

DFW37C-12-BODY; DFW39C-12-BODY;

DFW1730CH-12-BODY; DFW 1324C-12-BODY

(for RCW boxes, insert a 5 after the “C “or “CH” in the model name)

Oldcastle Enclosure Solutions, models:

1015-12 BCFXL (#36); 1118-12 BCFXL (#37); 1416-12 BCFXL (Dual);

1730-12 BCFXL (#66); 1324-12 BCFXL (Dual Meter & w/BFPs).

Meter Box Covers:

DFW Plastics, models:

DFW37C-AF1EA TPA-LID; DFW39C-AF1EATPA-LID;

DFW1730C-AF1EA TPA LID; DFW1324C-AF1EA TPA-LID

(for DFW RCW covers, change the 1 to a 5 in the model name)

Oldcastle Enclosure Solutions “Fibrelyte”, models:

FL9X (36), FL12 (37), FL1416 (Dual), FL36 (66), FL30 (Dual BFP)

**W-130 POLYETHYLENE ENCASEMENT**

**1. GENERAL**

Polyethylene encasement shall conform to the requirements of ANSI/AWWA C-105/A21.5 Method A and shall be 8-mil thick. Polyethylene encasement shall be installed on all buried ductile iron pipe, fittings, valves, and appurtenances where shown on the drawings or as directed by the Water Department as dictated by field conditions. It shall be blue in color.

**2. PRODUCT**

The raw material used to manufacture polyethylene encasement shall be Type 1, Class A Grade E-1 in accordance with ASTM D-1248

The polyethylene encasement shall meet the following test requirements:

Tensile Strength	1200 psi minimum
Elongation	300% minimum
Dielectric Strength	800 V/Mil thickness, minimum
Thickness	0.008” (8-mils minimum nominal, with minus tolerance < 10% of nominal)
Melt Index	0.4 maximum

**3. QUALITY CONTROL AND TESTING**

When submitting for approval polyethylene not listed in Section 4, manufacturer shall include drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the polyethylene may be rejected at the sole option of the City.

**4. MANUFACTURER**

All polyethylene encasement shall be domestically manufactured.

**W-150 CONCRETE**

1) **GENERAL**

Concrete shall be divided into various grades, classified according to compressive strength, to be used in the respective places shown on the Plans, called for in the Specifications, or ordered by the Engineer. The classes of concrete mixtures are referred to as Class A, Class B, and Class D.

Class A concrete is intended principally for precast concrete units.

Class B concrete is intended principally for reinforced concrete structures, and shall be used for columns, walls, beams, slabs, equipment pads, and the like.

Class D concrete is intended principally for low strength concrete, plain or reinforced, used for soil stabilization, filling, and other similar purposes. For large volume, boulders or fragments of rock excavated during construction may be embedded in the concrete to provide added bulk. Care shall be taken in placing the boulders or rock fragments, so that there are no voids in the concrete.

2) **PRODUCT**

a) **Strength and Proportion**

Concrete mixes shall be designed and proportioned to provide the following minimum compressive strengths and the proper workability without exceeding the stipulated maximum quantities of mixing water:

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Class	Compressive Strength - psi		Maximum Water Gallons Per Sack
	7-day Test	28-day Test	

A	3,400	5,000	3-1/2
B	2,700	4,000	5-1/2
D	1,300	2,000	7-1/4

Concrete, except Class D, shall contain not less than 564 pounds (six standard 94-pound bags) of cement per cubic yard.

**b) Moisture Content of Aggregates**

The quantity of free water contained in the aggregate shall be determined from time to time as required by the Engineer, and this quantity shall be deducted from the water added at the mixer, but no change shall be made in the water-cement ratio.

The quantity of water used in each batch shall be the total quantity, including the free moisture contained in the aggregate.

**c) Consistency**

Proportions of ingredients shall be varied to secure the desired concrete consistencies when tested in accordance with ASTM Des: C 143, conforming to the following slump requirements:

Concrete Placement	Minimum and Maximum Slump (in inches)	
	Class A & B	Class D
Normal	3 to 4	3 to 5
Pumped	4 to 6	4 to 6

In all cases, the proportions of aggregates for concrete shall be such as to produce mixtures which will work readily into the corners and angles of the forms and around reinforcement, without permitting the segregation of materials or the collection of free water on the surface. The combined aggregates shall be of such composition of sizes that when separated on the No. 4 standard sieve, the weight passing the sieve shall not be less than 30 percent, nor greater than 45 percent of the total, unless otherwise required by the Engineer.

**d) Forms**

Forms shall conform to shape, lines, and dimensions of the member as shown on the Plans. They shall be substantial, properly braced, and tied together so as to maintain position and shape and to resist all pressures to which they may be subjected. Forms shall be sufficiently tight to prevent leakage of mortar. The size and spacing of studs and wales shall be determined by the nature of the work and the height to which concrete is placed. In all cases, wales shall be doubled, and the size of studs and wales used shall

not be less than 2 by 6 inches. Joints shall be snug and shall occur at the designated locations only. Horizontal joints shall be level and vertical joints plumb.

The entire inside surfaces of forms shall be oiled with approved form oil or shall be thoroughly wetted just prior to placing concrete.

The Contractor shall be responsible for the adequacy of all forms and for remedying any defects resulting from their use, notwithstanding inspection and prior approval by the Engineer.

### 3) **QUALITY CONTROL AND TESTING**

- a) During the progress of the work, a reasonable number of test cylinders shall be made, cured, and stored in accordance with ASTM Des: C 31 and shall be tested in accordance with ASTM Des: C 39. Each test shall consist of three cylinders, one laboratory control cylinder to be tested at 7 days, and one field control cylinder to be tested at 28 days. If the 7-day cylinder is not satisfactory, the third cylinder, a laboratory control cylinder, will be tested at 7 days. Otherwise, the third cylinder will be tested at 28 days.

The Contractor shall furnish necessary labor and materials and shall assist the Engineer, if required, in making concrete test cylinders.

The average strength of all the cylinders shall be equal to or greater than the strengths specified, and at least 90 percent of all the tests shall indicate a strength equal to or greater than the strength specified. In cases where the strength of the test cylinders for any portion of the structure falls below the requirements specified herein, the Engineer may order a change in the mix or water content for the remaining portion of the work, and may require the Contractor to secure test specimens of the hardened concrete represented by these cylinders. The number of test specimens required to be taken shall be the same as the number of test cylinders made for each concrete placement. Specimens shall be secured and tested in accordance with ASTM Des: C 42. If the specimen tests further substantiate that the concrete represented by the cylinders and specimens is below the strength requirements specified herein, the Engineer may order such concrete removed and rebuilt at the expense of the Contractor.

- b) Ready-Mixed Concrete

Ready-mixed concrete shall be mixed and delivered in accordance with the requirements set forth in ASTM Des: C 94, and subject to all provisions herein relative to materials, strength, proportioning, consistency, measurement, and mixing.

The rate of delivery of the mixed concrete shall be such that the interval between placing of successive batches shall not exceed 45 minutes. The elapsed time between the introduction of mixing water to the cement and aggregates and depositing concrete in the work shall not exceed 45 minutes including mixing and agitating time.

### **W-160 ROOT PRUNING**

- 1) **GENERAL**

The Contractor shall make provisions for tree protection to the satisfaction of the Engineer prior to any excavation. All applicable site inspections by the Planning and Development Department, and permits, shall be obtained prior to commencing work.

The Contractor shall provide root pruning services as directed by the Engineer.

## 2) **PERFORMANCE OF WORK**

All root pruning shall be performed by a qualified, licensed tree professional as approved by the Engineer.

All roots designated to be removed shall be severed leaving a smooth, uniform section at the remaining root end to prevent root damage.

Root pruning shall be performed with a chain saw, Dosco root pruner, or equal, as approved by the Engineer.

Root pruning shall not occur within 6 feet of the base of the tree without guidance from Planning and Development Department staff, and no excavation shall occur inside the circumference of the root-pruned area.

## **W-170 RESTORATION**

### 1) **GENERAL**

- a) The various street surfaces disturbed, damaged, or destroyed during the performance of the work under this Contract shall be restored and maintained as shown, specified, and directed. Included in this classification are permanent pavement surfaces of all types, pavement bases, curb, curb and gutter, alleys, driveways, and sidewalks.
- b) The quality of workmanship and materials used in the restoration shall produce a street surface equal to or better than the condition before the work began.
- c) Service boxes, manhole frames and covers, and similar structures not conforming to the new work shall be set to established grade at the Contractor's expense, and no separate payment will be made therefor.
- d) All portland cement and asphaltic concrete pavements shall be removed in rectangular sections with sawed vertical cuts, or to existing joints, as directed by the Engineer. Concrete pavements shall be cut with a concrete saw. Asphaltic concrete pavements one-inch thick or greater shall be cut with a tool having a square neat edge. The edges of adjacent pavement shall be trimmed to straight lines which a roller can follow. Where reinforced concrete pavement is removed, one foot of existing reinforcement on each side of the excavation shall be left exposed and tied to the replaced reinforcing steel.
- e) The equipment necessary for the proper performance of pavement replacement shall be on the site in satisfactory working condition and shall be subject to approval of the Engineer before the work is started.
- f) All replaced concrete pavements shall have a minimum bearing on undisturbed earth outside the line of excavations of at least nine (9) inches.

## 2) **STANDARDS**

- a) The restoration of street pavement shall be performed in strict conformance with the standards relating to equipment, materials, and methods of construction of the authority having jurisdiction over the pavements, unless otherwise specified herein. Pavements to be restored are under the jurisdiction of the several agencies as follows:
  - i) State Highways are under the jurisdiction of the State of Florida Department of Transportation. Work on such pavements shall conform to the Department of Transportation Standard Specifications for Road and Bridge Construction.
  - ii) City Streets are under the jurisdiction of the City of Tampa Department of Public Works. Work on such pavements shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, except that densities (including for subgrade) and other testing requirements shall follow current Department of Public Works specifications. The type and thickness of pavement, base and stabilization shall be as shown, specified, and directed by the Engineer.
  - iii) County Roads are under the jurisdiction of the Hillsborough County Engineering Department. Work on such pavements shall conform to County specifications.
- b) All specifications of the several agencies having jurisdiction over pavement restoration work shall be the current issue of such specifications as of the date of the "Notice to Bidders," except as specified otherwise herein.

## 3) **TEMPORARY RESTORATION**

- a) Upon completion of backfilling, the street or sidewalk surface damaged or destroyed shall be promptly placed in condition for safe temporary use. Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid, or until final acceptance of the work.
- b) Where the area over which existing pavement has been disturbed is to be repaved as part of an overall project by the agency having jurisdiction, any special temporary pavement replacement shall be as specified in the "Specific Provisions."
- c) Pavement surfaces shall be temporarily restored by placing thereon, to proper line, grade and transverse profile, a layer or layers of compacted base material, as specified, conforming to all requirements regarding configuration, thickness, and density as detailed in the Plans, specified, and directed by the Engineer. When the compacted thickness of the base layer is greater than 6 inches, the base shall be constructed in multiple courses. Each course shall not exceed 6 inches in compacted thickness. Where the existing pavement has a permanent wearing surface, the temporary pavement shall be finished with a suitable grade of asphalt and sand to provide a temporary wearing course and to eliminate dust nuisance.
- d) Curbs, where possible, shall be temporarily reset in place, as part of the work of temporary restoration of pavement.

- e) Damaged or destroyed sidewalks shall be temporarily restored, immediately upon placing of the backfill, by placing a compacted layer of crushed concrete or similar material, which shall have a minimum thickness of three inches below the existing finished sidewalk grade.
- f) The temporary pavement shall be maintained by the Contractor and all holes and depressions filled until the permanent pavement is placed.
- g) Crushed concrete or similar material placed in areas where the existing pavement is shell, limerock, crushed stone, or other similar material shall be classified as nonpermanent pavement, will not be measured for separate payment.
- h) Temporary sand and asphalt wearing courses placed on base on which a permanent pavement surface will be constructed shall be incidental to the permanent pavement base work, and no separate payment will be made therefor.
- i) Limestone screenings for temporary sidewalk surface shall be incidental to sidewalk replacement, and no separate payment will be made therefor.
- j) Base material placed in areas to receive a permanent pavement surface will be measured for payment under the appropriate Contract Item for permanent pavement base or as part of the Lump Sum price.

**4) PREPARATION OF TEMPORARY PAVEMENT**

- a) After due notice and within the time specified, the temporary pavement shall be prepared as the base to receive the new permanent pavement surface.
- b) Prior to construction of the pavement base, the City will furnish the Contractor with the preconstruction survey notes for the streets disturbed by construction. The Contractor shall use these notes in bringing the base installed to grade allowing for the permanent pavement surface to be constructed.
- c) The preparation of the base shall consist of bringing the area to be replaced to a grade conforming to the required grade and cross section, of uniform density, ready to receive the permanent pavement. This is to be accomplished by excavating or backfilling as needed, shaping, watering as required, or permitting to dry to proper consistency, and rolling the entire area with an approved self-propelled roller ~~weighing not less than eight tons~~. Shaping and rolling shall be continued until the base has been properly prepared and shows that no further compaction of any practical benefit would result from continued rolling. The base shall be tested as to cross section, crown, and elevation. After being properly prepared, it shall be so maintained until the permanent pavement is constructed. Any part of the base area not accessible to the roller shall be thoroughly compacted by hand or by mechanical compaction in a manner acceptable to the Engineer. Preparation shall include sawing, cutting and trimming edges of existing pavements to provide a neat, uniform edge to abut the new pavement.
- d) After completion of the base, the Contractor shall furnish the Engineer with survey notes verifying the base has been constructed to grade. Upon approval, payment will be made for permanent pavement base.

**5) PERMANENT PAVEMENT BASE DENSITIES**

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

**6) PERMANENT PAVEMENT SURFACE RESTORATION**

- a) Permanent restoration of pavement shall be pavement of the type and thickness detailed in the Plans, Specific Provisions, or as directed by the Engineer.
- b) If the existing type of pavement is classified as nonpermanent pavement, the temporary restoration shall be reworked and completed and left in a condition at least equivalent to the existing nonpermanent pavement.

**7) REPLACEMENT OF CURB, CURB & GUTTER, SIDEWALK & DRIVEWAYS**

- a) All permanent restoration of street curb or curb and gutter shall be of the same type and thickness as the curb or curb gutter which abuts. The grade of the restored curb and curb and gutter shall conform with the grade of the existing adjacent curb or curb and gutter.
- b) Except as otherwise specified herein or detailed in the Plans, all permanent restoration of driveways and sidewalks shall conform to the manner of construction as originally placed and to the lines and grades as given by the Engineer. No patching of concrete driveway areas will be allowed between joints or dummy joints.
- c) Where sidewalks are replaced, the replacement shall be the full width of the walk and minimum lengths shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement, and no separate payment will be made therefor.

**8) REPLACEMENT OF TRAFFIC MARKINGS & SIGNALIZATION LOOPS**

- a) The Contractor shall furnish all labor, equipment and materials to replace, test and maintain all traffic markings (temporary and permanent) and signalization loops removed or damaged by pipeline construction and appurtenance work as shown on the Plans, specified and directed by the Engineer.
- b) The replacement of traffic markings (temporary and permanent), signalization loops and all appurtenant work shall be replaced by the Contractor in kind.
- c) It shall be the Contractor's responsibility to field verify before construction begins all markings and signalization loops to be replaced.
- d) All traffic markings and signalization loops shall conform to the Workmanship and Materials standards set forth in the latest edition of the Florida Department of Transportation Standard and Supplemental Specifications.
- e) Payment for the replacement of temporary and permanent traffic markings, signalization loops and all appurtenant work shall be included in the unit bid price for Permanent Pavement Surface Replacement, Asphaltic Concrete, or as part of the Lump Sum price and no separate payment shall be made therefor.

**9) HOT BITUMINOUS MIXTURES**

- a) This Subsection shall Replace and/or Modify Portions of F.D.O.T. Standard Specifications for Road and Bridge Construction (1991).
- b) Density Control:

i) Density Control Nuclear Method:

- (1) The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than 1 inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than 1 inch, and open-graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1-T238 (Method B). The required density of a completed course shall be at least 95% of the job mix design laboratory density submitted by the Contractor and approved by the construction engineer or 96% of the laboratory density which results from a sample of the same day's productions and determined by the City laboratory performing all acceptance testing.

ii) Control Strips:

- (1) Control strips may be constructed by the Contractor for the purpose of determining the necessary pattern of compacting procedures to achieve the density requirements specified. However, control strips are not used for the validity of acceptance testing.

iii) Lots:

- (1) For the purpose of acceptance and partial payments, each day's production will be divided into lots. The standard lot size shall be 500 linear feet and consist of one subplot with its appropriate test per every 100 linear feet of any pass made by the paving train, regardless of the width or thickness of the course being laid. Any partial lot will be redefined as a whole lot and the evaluation of it will be based on its subplot test determinations.
- (2) For the standard lot (500 linear feet), five density determinations - one for each subplot - will be made at random locations within the lot, but not to be taken within one foot of any unsupported edge.
- (3) For the Contractor to receive full payment for density, the average density of a lot will be a minimum of 95% of the submitted and approved job mix design laboratory density or 96% of the same day sampled laboratory density performed by the City laboratory performing acceptance testing. To calculate the average density of a lot, the lowest subplot test will be discarded and the remaining four sublots will be averaged. Once the average density of a lot has been determined, the Contractor will not be permitted to provide additional compaction to raise the average. The average density will be rounded off according to City standards.

iv) Acceptance:

- (1) The completed pavement will be accepted with respect to density on a lot basis. Partial payment will be made for those lots that have an average density less than the specified 95% of the approved job mix design laboratory density or 96% of the same day sampled laboratory density based on the following table:

City of Tampa Revised Table 330-3  
Payment Schedule for Density

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Percent of Control Strip Density	Percent of Payment
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95.0 (job mix design) <sub>1</sub> or 96.0 (lab density sample) <sub>2</sub> & above	100
94.0 to < 95.0 <sub>1</sub> or 96.0 <sub>2</sub>	95

Percent of Control Strip Density	Percent of Payment
93.0 to < 94.0 (Applies to both <sub>1</sub> & <sub>2</sub> )	90
< 93.0 (Applies to both <sub>1</sub> & <sub>2</sub> )	75

v) Density Requirements for Small Projects:

- (1) For projects less than 500 linear feet in length including intersections, turnouts, patches, crossings, etc., the requirements for specified densities are the same as a standard lot. For the purpose of acceptance and partial payment determination, the project less than 500 linear feet will be considered as a lot in its entirety and payment will apply accordingly with Table 330-3. The Contractor will use standard rolling procedures as per density control section.

**10) TYPE S ASPHALTIC CONCRETE ACCEPTANCE OF THE MIXTURE**

a) General:

- i) The bituminous mixture will be accepted at the site with respects to a gradation and asphalt content on a lot to lot basis. The material will be tested for acceptance in accordance with the provisions of 6-8.2 and the following requirements. However, any load or loads of mixture which, in the opinion of the City representative, are found unacceptable for reasons of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature shall be rejected for use in the work. The composition and physical test properties for all mixes must meet the specification ranges.
- ii) A standard size lot at the site shall consist of one day's placement or equivalent to a standard quantity of 1,000 tons. The number of samples required to evaluate the lot will be divided into one or two sublots as indicated below. Testing for acceptance of the lot will be performed by the City material testing laboratory or by a licensed private testing laboratory of the City's choice. Quantities between 500 tons and 1,000 tons shall have 2 sublots; quantities between 50 tons and 500 tons shall have 1 subplot; quantities up to 50 tons will be accepted by the City representative on the basis of visual inspection.

b) Acceptance Procedures:

- i) Sample selection for acceptance tests will be by random sampling of loaded trucks on site at the discretion of the City testing technician in accordance with FM-T168. The use of a random sample chart may be used but it is not required. Sampling shall not be taken in any of the following circumstances:

- (1) First load produced that day.
  - (2) Last load produced that day.
  - (3) Near end of quantity reached because of an underrun.
- ii) The Contractor and/or the plant quality control technician (Q.C.T.) will be notified of the time of sampling and may:
- (1) Observe the sampling.
  - (2) Take a sample at the same time and run the tests.
  - (3) Ask for a split sample and run the tests.
  - (4) Observe the City testing technician run the tests.
- iii) The five acceptance determinations made from the sample are:
- (1) The % bitumen content per F.M.I. - T164.
  - (2) The % passing the No. 4 sieve per F.M.I. - T030.
  - (3) The % passing the No. 10 sieve per F.M.I. - T030.
  - (4) The % passing the No. 40 sieve per F.M.I. - T030.
  - (5) The % passing the No. 200 sieve per F.M.I. - T030.
- iv) For each acceptance sample taken, the technician will box and keep two split portions for referee tests. If the lot receives 100% payment, the referee sample will be discarded. If the lot sample shows a pay reduction, then one or both of the referee samples will be submitted for a second analysis to determine the validity of the acceptance test results. Referee samples will be tested by a licensed private laboratory of the City's choice. This second analysis will only be done at the request of the Contractor and will be paid for by the Contractor in the event that the original analysis results requiring a pay reduction is confirmed.
- v) In the event that the second analysis does not confirm the pay reduction, the City will pay for the second analysis.
- vi) Acceptance of the mixture shall be on the basis of test results on consecutive random samples from each lot. One random sample shall be taken from each subplot. The bituminous mixture will be sampled at the site in accordance with FM 1-T168, except that samples may be collected from the paving machine at the receiving hopper. The percent bitumen content of the mixture will be determined in accordance with FM 1-T164 (as modified by DOT test procedures). The percents passing the No. 4, No. 10 and No. 200 sieves will be determined in accordance with FM 1-T030.
- vii) Calculations for the acceptance test results for bitumen content and gradation (percent pass No. 4, percent pass No. 10, percent pass No. 40 and percent pass No. 200) shall be shown to the nearest

hundredth (0.01). Calculations for arithmetic averages shall be carried to the thousandths (0.001) and rounded to the nearest hundredth (0.01) in accordance with the Department's rules of rounding.

- viii) When the Contractor or producer chooses to use a storage bin for mix storage overnight or longer, the material processed in this manner will be sampled and tested for acceptance after the mix has been removed from the storage bin. The City representative may reject a mix at any time that is obviously defective due to asphalt content, insufficiency of mixing, inadequacy of coating, improper proportions of fine and coarse aggregates, temperature, contamination, etc. The Contractor and/or the L.Q.C.T. will be given the option of not placing the mix and sampling the following truck, or if it has been placed, sample it. The City reserves the right to test or have the mix tested by a licensed private testing laboratory of their choice. Payment will be made on the basis of the City's revised Table 331-6 "Acceptance Schedule of Payment."

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City of Tampa Revised Table 331-6  
Acceptance Schedule of Payment  
(Asphalt Plant Mix Characteristics)

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Deviation of the Arithmetic Average of the  
Lot Acceptance Tests from Job Mix Formula

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Characteristics	Factor	One Test	Two Tests
Asphalt Cement Content (Extraction)	1.00	0.00 - 0.55	0.00 - 0.43
	0.95	0.56 - 0.65	0.44 - 0.50
	0.90	0.66 - 0.75	0.51 - 0.57
	0.80*	Over 0.75	Over 0.57
No. 4 Sieve**	1.00	0.00 - 8.00	0.00 - 5.95
	0.95	8.01 - 9.00	5.96 - 6.66
	0.90	9.01 - 10.00	6.67 - 7.36
	0.80	Over 10.00	Over 7.36
No. 10 Sieve**	1.00	0.00 - 6.50	0.00 - 5.04
	0.95	6.51 - 7.50	5.05 - 5.74
	0.90	7.51 - 8.50	5.75 - 6.45
	0.80*	Over 8.50	Over 6.45
No. 40 Sieve**	1.00	0.00 - 5.50	0.00 - 4.62
	0.95	5.51 - 6.50	4.63 - 5.33
	0.90	6.51 - 7.50	5.34 - 6.04
	0.80*	Over 7.50	Over 6.04
No. 200 Sieve**	1.00	0.00 - 2.00	0.00 - 1.71
	0.95	2.01 - 2.40	1.72 - 1.99
	0.90	2.41 - 2.80	2.00 - 2.04
	0.80*	Over 2.80	Over 2.04

\* If approved by the City, the Contractor may accept the indicated partial pay. The City may require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the City at any time.

\*\* When there are two or more reduced payments for these items in one lot of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.

- Note: 1) The No. 40 sieve applies only to Types S-I, S-II, S-III, FC-1, and FC-4.  
2) Deviations are absolute value with no plus or minus signs.