

**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 19-C-00006**

# **WEST TAMPA BAY BOULEVARD LINEAR PARK**

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

NOVEMBER 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.:** 19-C-00006; West Tampa Bay Boulevard Linear Park

**BID OPENING:** 1:30PM, Tuesday, December 11, 2018 **ESTIMATE:** \$1,100,000 **SCOPE:** The project comprises furnishing labor, materials, and equipment to construct the streetscape and related right-of-way aesthetics and stormwater improvements including maintenance of traffic, installation of structures, sodding, surface restoration with all associated work required for a complete project in accordance with the Contract Documents. **PRE-BID CONFERENCE:** 2:30PM, Tuesday, November 27, 2018. Attendance is not mandatory, but recommended.

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

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NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA  
Contract 19-C-00006; WEST TAMPA BAY BOULEVARD LINEAR PARK

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., December 11, 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, furnishing labor, materials, and equipment to construct the streetscape and related right-of-way aesthetics and stormwater improvements including maintenance of traffic, installation of structures, sodding, surface restoration 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 WEST TAMPA BAY BOULEVARD LINEAR PARK in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

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

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

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

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

I-1.04 INSTRUCTIONS TO BIDDERS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.05 TIME FOR COMPLETION:

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

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 200 consecutive calendar days. The period for performance shall start from the date indicated in the Notice To Proceed.

I-1.06 LIQUIDATED DAMAGES:

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

I-1.07 BASIS OF AWARD OF CONTRACT:

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

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 – SPECIAL INSTRUCTIONS

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

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

THE CHECKED BOX INDICATES SECTION THAT APPLIES TO THIS BID.



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

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

Project Goal(s): \_\_\_\_\_% U-WMBE (Underutilized Woman and Minority Business Enterprise) (EBO Program)  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)  
\_\_\_\_\_% SLBE (Small Local Business Enterprise) (EBO Program) only City-certified SLBEs  
30% 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.shtml>. FDOT DBE rules and regulations apply to this solicitation, including the requirement to report bidder opportunity information in the FDOT Equal Opportunity Compliance (EOC) web-based application within three (3) business days of submission of the bid for ALL subcontractors who quoted bidder for this specific project. The five (5) char/digit LAP Agreement Contract Number for this project is G \_\_\_\_\_. The web address to the EOC system is: <https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/Login?ReturnUrl=%2fEqualOpportunityCompliance>

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

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

I-1.13 AGREEMENT

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

Add the following:

Article 2.05 CITY’S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

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

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

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

Replace with the following new article:

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

ARTICLE 11.03 INTENTIONALLY OMITTED.

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

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

I-1.16 PAYMENT DISPUTE RESOLUTION

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

I-1.17 SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

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

# INSTRUCTIONS TO BIDDERS

## SECTION 2 GENERAL INSTRUCTIONS

### I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

### I-2.03 ADDENDA AND INTERPRETATIONS

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

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

### I-2.04 BID SECURITY

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

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

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

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

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

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

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

#### I-2.05 LAWS AND REGULATIONS

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

#### I-2.06 PUBLIC CONSTRUCTION BOND

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

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

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

Bidders who are nonresident corporations shall furnish to the City a

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

#### I-2.08 REJECTION OF PROPOSALS

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

#### I-2.09 QUANTITIES ESTIMATED ONLY

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

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

#### I-2.10 COMPARISON OF PROPOSALS

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

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

#### I-2.11 BASIS OF AWARD

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

#### I-2.12 INSURANCE REQUIRED

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

#### I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

#### I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

#### I-2.15 LABOR STANDARDS

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

#### I-2.16 NOTICE TO LABOR UNIONS

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

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

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

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

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

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

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

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

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

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

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

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

#### I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

## CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**West Tampa Bay Boulevard Linear Park  
Project #19-C-00006  
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
2	Denson Construction Inc.	863-709-1001	863-709-1071	pete@denson-construction.com	4270 HOLDEN ROAD	LAKELAND	FL	33811	Concrete Driveways/Sidewalks	593571944	BBE	African American
2	Excel 4 LLC	813-433-3486	813-433-3486	excel4llc@yahoo.com	318 N. John Young Parkway Suite #6	Kissimmee	FL	34741	Concrete Driveways/Sidewalks	454149326	BBE	African American
2	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Concrete Driveways/Sidewalks	592345574	BBE	African American
3	Denson Construction Inc.	863-709-1001	863-709-1071	pete@denson-construction.com	4270 HOLDEN ROAD	LAKELAND	FL	33811	Concrete Curbs	593571944	BBE	African American
3	Excel 4 LLC	813-433-3486	813-433-3486	excel4llc@yahoo.com	318 N. John Young Parkway Suite #6	Kissimmee	FL	34741	Concrete Curbs	454149326	BBE	African American
3	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Concrete Curbs	592345574	BBE	African American
4	AAJ Lawn Care Services, Inc.	813-220-8533	888-277-1860	aajlawnca@gmail.com	3716 E. Idlewild Avenue	Tampa	FL	33610	Sodding	260254393	BBE	African American
4	BUN Construction Co., Inc.	813-931-8270	813-931-9185	bunconstruction@tampabay.rr.com	4135 E. Hillsborough Avenue	Tampa	FL	33610	Sodding	593362663	BBE	African American
4	Cutups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	Sodding	611241291	BBE	African American
4	Dean&#39;s Enviornmental Services, Inc.	863-595-8255	904-791-9060	deank8859@gmail.com	2644 Whispering Trails Dr	Winter Haven	FL	33884	Sodding	330461047	BBE	African American
4	Fresh Start Development, Inc.	813-758-5345	813-333-5949	freshstartdevelop@yahoo.com	601 S Falkenburg Rd	Tampa	FL	33619	Sodding	203857845	BBE	African American
4	Promise Construction and Repair Solutions LLC	813-988-8633	813-988-1555	promisecarellc@outlook.com	10711 North 53rd Street	TAMPA	FL	33617	Sodding	464723775	BBE	African American
4	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	Sodding	463223645	BBE	African American
4	WC Boxes, Inc.	813-478-1102	813-864-4386	wcindustries2003@gmail.com	17620 Lake Key Drive	Odessa	FL	33556	Sodding	472682190	BBE	African American
5	BAY LIGHT, LLC	813-972-4057	813-971-0882	baylightllc25@gmail.com	10105 N. 11TH ST.	Tampa	FL	33612	Tree Service	455079825	BBE	African American
5	Cutups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	Tree Service	611241291	BBE	African American
5	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	Tree Service	463223645	BBE	African American
6	DRD Enterprises LLC	813-476-9933	866-850-1332	ddeenah@drdenterprise.com	4104 Yellowwood Dr.,	Valrico	FL	33594	Pipe Supply	204675317	BBE	African American
6	MANZI METALS INC	352-799-8211	352-754-9735	bmanzi@manzimetals.com	15293 FLIGHT PATH DR	BROOKSVILLE	FL	34604	Pipe Supply	593245008	BBE	African American
6	Suca Pipe Supply, Inc.	813-249-7902	813-249-7384	slmau44@yahoo.com	4910 Lowell Rd	Tampa	FL	33624	Pipe Supply	592499571	BBE	African American
6	Suca Pipe Supply, Inc. One	813-249-7902	813-249-7384	sucapipesupply1@yahoo.com	4910 Lowell Road	Tampa	FL	33624	Pipe Supply	263669556	BBE	African American
6	Terrell Industries, Inc.	727-823-4424	727-823-3977	gradyterrell@terrellindustries.com	2067 1ST AVENUE NORTH	ST PETERSBURG	FL	33713	Pipe Supply	650530148	BBE	African American
7	S&B Technologies inc.	954-675-4547	954-239-9909	Sandy33319@yahoo.com	1830 N. University Dr. #225	Plantation	FL	33322	Traffic	463512746	BBE	African American
8	All In One Electric Inc	813-849-6331	813-514-0473	rjones@aioelectric.com	1201 W WATERS AVENUE	TAMPA	FL	33604	Conduit - Electrical	443689273	BBE	African American
8	Brown & Brown Electric, Inc.	954-938-8986	954-938-9272	Hermine.Brown@brownandbrownelectric.com	1150 SW 30th Avenue	Pompano Beach	FL	33069	Conduit - Electrical	592283934	BBE	African American
8	Fennell Electric, Inc.	407-466-9408	866-514-3716	fennellelectric@yahoo.com	604 Glenfield Ct	Apopka	FL	32712	Conduit - Electrical	310557754	BBE	African American
8	MDH Enterprises, Inc.	386-789-2672	866-681-5026	matize@my-es.com	281 East C Street	Orange City	FL	32763	Conduit - Electrical	550849332	BBE	African American

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

**West Tampa Bay Boulevard Linear Park  
Project #19-C-00006  
SLBE Availability Contact List**

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity
1	SAFETY ZONE SPECIALIST INC	863-984-1385	863-984-0058	DAVID@SAFETYZONESPECIALISTS.COM	8341 Epicenter Blvd	LAKELAND	FL	33809	MOT	93122879	SLBE	Caucasian
2	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Concrete Driveways/Sidewalks	92345574	SLBE	African American
2	Quick Construction Solutions, LLC	813-377-9997	813-374-5849	quickcs@outlook.com	4501 N. Saint Vincent St.	Tampa	FL	33614	Concrete Driveways/Sidewalks	00972890	SLBE	Hispanic American
3	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Concrete Curbs	92345574	SLBE	African American
3	Quick Construction Solutions, LLC	813-377-9997	813-374-5849	quickcs@outlook.com	4501 N. Saint Vincent St.	Tampa	FL	33614	Concrete Curbs	00972890	SLBE	Hispanic American
4	AAJ Lawn Care Services, Inc.	813-220-8533	888-277-1860	aajlawncare@gmail.com	3716 E. Idlewild Avenue	Tampa	FL	33610	Sodding	60254393	SLBE	African American
4	Baron's Landscaping Services, Inc.	813-404-1509	813-476-6255	baronslawncare@aol.com	P.O. Box 4047	Tampa	FL	33677	Sodding	50837654	SLBE	Hispanic American
4	BUN Construction Co., Inc.	813-931-8270	813-931-9185	bunconstruction@tampabay.rr.com	4135 E. Hillsborough Avenue	Tampa	FL	33610	Sodding	93362663	SLBE	African American
4	Cardinal Landscaping Services of Tampa, Inc.	813-915-9696	813-915-9695	Mark@cardinallandscape.com	817 E. Okaloosa Ave.	Tampa	FL	33604	Sodding	93394554	SLBE	Caucasian
4	Cutups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	Sodding	11241291	SLBE	African American
4	D & J LAWN SERVICES OF LAKELAND LLC	863-859-3525	863-853-1044	DANDJLAWNSERVICES@HOTMAIL.COM	575 OLD POLK CITY ROAD	LAKELAND	FL	33809	Sodding	73279070	SLBE	Hispanic American
4	Dean's Environmental Services, Inc.	863-595-8255	904-791-9060	deank8859@gmail.com	2644 Whispering Trails Dr	Winter Haven	FL	33884	Sodding	30461047	SLBE	African American
4	Evolve Professional Landscape Management, LLC	863-537-7537	863-223-0275	jillian.evolve@gmail.com	897 E. Lemon Street	Bartow	FL	33830	Sodding	72323571	SLBE	Caucasian
4	Fresh Start Development, Inc.	813-758-5345	813-333-5949	freshstartdevelop@yahoo.com	601 S Falkenburg Rd	Tampa	FL	33619	Sodding	03857845	SLBE	African American
4	Gardensmith	813-352-3008		gardensmith@me.com	4113 Henderson Blvd	tampa	FL	33629	Sodding	73649269	SLBE	Caucasian
4	Green Seeds Inc	813-858-7765		dbriion@ourgreenseed.com	3387 Antigua lane, UNIT 303	tampa	FL	33614	Sodding	11867821	SLBE	Hispanic American
4	Johnson's Excavation & Services, Inc.	813-752-7097	813-719-9052	sales@jescontracting.com	1706 East Trapnell Road	Plant City	FL	33566	Sodding	93031174	SLBE	Caucasian
4	JTCM Inc	813-935-7724	813-935-7724	noelsuders@gmail.com	817 S MacDill Ave	Tampa	FL	33609	Sodding	62418914	SLBE	Caucasian
4	Morelli Landscaping, Inc	727-535-6263	727-536-6855	vjmorelli@tampabay.rr.com	6370 146th Avenue North	Clearwater	FL	33760	Sodding	91877993	SLBE	Caucasian
4	Promise Construction and Repair Solutions LLC	813-988-8633	813-988-1555	promisecarellc@outlook.com	10711 North 53rd Street	TAMPA	FL	33617	Sodding	64723775	SLBE	African American
4	Rooms by Rooms Design	813-479-5353		roomsbyroomsdesign@hotmail.com	3101 21st ct east	palmetto	FL	34221	Sodding	31536268	SLBE	Hispanic American
4	Sunbelt Sod & Grading Company	813-641-9855	813-645-7263	sunbeltsod@verizon.net	819 - 9th St. N.E.	Ruskin	FL	33570	Sodding	34250933	SLBE	Caucasian
4	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	Sodding	63223645	SLBE	African American

**West Tampa Bay Boulevard Linear Park  
Project #19-C-00006  
SLBE Availability Contact List**

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity
4	WC Boxes, Inc.	813-478-1102	813-864-4386	wcindustries2003@gmail.com	17620 Lake Key Drive	Odessa	FL	33556	Sodding	72682190	SLBE	African American
4	Williams Landscape Management Co., Inc.	813-628-8048	813-628-8041	tonywilliams@wlmslandscape.com	5710 N 50th St	Tampa	FL	33610	Sodding	93516370	SLBE	African American
5	BAY LIGHT, LLC	813-972-4057	813-971-0882	baylightllc25@gmail.com	10105 N. 11TH ST.	Tampa	FL	33612	Tree Service	55079825	SLBE	African American
5	Cutups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	Tree Service	11241291	SLBE	African American
5	Green Seeds Inc	813-858-7765		dbriion@ourgreenseed.com	3387 Antigua lane, UNIT 303	tampa	FL	33614	Tree Service	11867821	SLBE	Hispanic American
5	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	Tree Service	63223645	SLBE	African American
6	2 Meyer Corp.	813-210-4864	813-645-5634	Renatonjr@aol.com	6308 Lake Sunrise Dr.	Apollo Beach	FL	33572	Pipe Supply	62384669	SLBE	Caucasian
6	DRD Enterprises LLC	813-476-9933	866-850-1332	ddeenah@rdenterprise.com	4104 Yellowwood Dr.,	Valrico	FL	33594	Pipe Supply	04675317	SLBE	African American
6	Mar Supply Co.	941-286-3240	941-761-6500	info@marsupplyco.com	1660 63rd Avenue East	Bradenton	FL	34203	Pipe Supply	70206845	SLBE	Hispanic American
6	MBE Supply of Florida, Inc.	813-781-6583		mbesupplyofflrida@gmail.com	4306 W. Osborne Avenue	Tampa	FL	33613	Pipe Supply	63284565	SLBE	Caucasian
6	Suca Pipe Supply, Inc.	813-249-7902	813-249-7384	slmau44@yahoo.com	4910 Lowell Rd	Tampa	FL	33624	Pipe Supply	92499571	SLBE	African American
6	Suca Pipe Supply, Inc. One	813-249-7902	813-249-7384	sucapipesupply1@yahoo.com	4910 Lowell Road	Tampa	FL	33624	Pipe Supply	63669556	SLBE	African American
7	Black Dog Inc	813-249-6398	813-249-6399	service@nextdaysignstampa.com	6744 Memorial Hwy	Tampa	FL	33615	Traffic	00037159	SLBE	Caucasian
7	Universal Pavement Marking Inc.	813-620-8052	813-653-0092	upmarking@aol.com	13111 Wheeler Rd.	Dover	FL	33527	Traffic	93245096	SLBE	Caucasian
8	Above Electric LLC	727-726-5484	801-894-3084	aboveelec@gmail.com	13529 Prestige Pl #105	Tampa	FL	33635	Conduit - Electrical	53611228	SLBE	Hispanic American
8	Aguila Electrical Services, Inc.	813-515-6999	813-884-4092	sales@aguilaelectrical.com	5708 N 56TH ST	Tampa	FL	33610	Conduit - Electrical	00818128	SLBE	Hispanic American
8	All In One Electric Inc	813-849-6331	813-514-0473	rjones@aioelectric.com	1201 W WATERS AVENUE	TAMPA	FL	33604	Conduit - Electrical	43689273	SLBE	African American
8	Crevello Electric, Inc.	813-986-6106	813-986-9633	crevelloelectric@gmail.com	3305 N. Stanley Rd.	Plant City	FL	33565	Conduit - Electrical	93559003	SLBE	Caucasian
8	Dolphin Constructors LLC	813-925-9609	813-510-4946	matt@dolphinllc.com	13966 W Hillsborough Ave.	Tampa	FL	33635	Conduit - Electrical	12193468	SLBE	Caucasian
8	ELECTRICAL HANDYMAN SERVICES INC	813-901-8185	813-884-5060	ehs915@aol.com	7046-B West Hillsborough Ave	Tampa	FL	33634	Conduit - Electrical	72406369	SLBE	Hispanic American
8	Manatee Electric, Inc.	813-645-7000	813-654-7568	john@reliableelectricusa.com	845 Thompson Rd.	Lithia	FL	33547	Conduit - Electrical	93454485	SLBE	Caucasian
8	Reliability Consulting Services, Inc.	813-298-2617	813-645-2272	bwoolbright@reliabilityconsulting.net	748 Kingston Ct.	Apollo Beach	FL	33572	Conduit - Electrical	01126584	SLBE	Caucasian
8	ROB MICHAEL INC	813-323-0304	813-968-1036	RJMICHAEL74@AOL.COM	16204 SAGEBRUSH RD	TAMPA	FL	33618	Conduit - Electrical	64389755	SLBE	Caucasian
8	TAMCO Electric, Inc.	813-986-3472	813-986-5979	atrujill@tampabay.rr.com	4022 W South Avenue	Tampa	FL	33614	Conduit - Electrical	91396630	SLBE	Hispanic American

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

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

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

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

#### Policy

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

#### Index

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

#### Industry Categories

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

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

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

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

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

#### MBD Form-70

Instructions Regarding Use of the WMBE/SLBE Availability Contact List

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

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

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

PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Item No.	Description	Unit	Est Qty	Unit Price in Words	Unit Price	Total Price
0101 1	Mobilization	LS	1	Seventy thousand dollars and no cents	\$	\$
0102 1	Maintenance of Traffic	LS	1	Seventy thousand dollars and no cents	\$	\$
0999 25	Contingency	LS	1	Forty-five thousand dollars and no cents	\$	\$
0102 60	Work Zone Sign	ED	2,000		\$	\$
0102 74 1	Channelizing Device - Types I / II / DI / VP / DRUM / LCD	ED	4,000		\$	\$
0102 74 2	Channelizing Device - Types III (6')	ED	800		\$	\$
0102 99	Portable Changeable Message Sign	ED	28		\$	\$
0104 11	Floating Turbidity Barrier	LF	94		\$	\$
0104 15	Soil Tracking Prevention Device	EA	1		\$	\$
0104 18	Inlet Protection System	EA	22		\$	\$
0107 1	Litter Removal	AC	10		\$	\$
0107 2	Mowing	AC	10		\$	\$
0110 1 1	Clearing & Grubbing	AC	3		\$	\$
0100 2 2	Selective Clearing & Grubbing (Trees to Remain)	AC	0.16		\$	\$
0110 4	Removal of Existing Concrete Pavement	SY	300		\$	\$
0120 1	Regular Excavation	CY	749		\$	\$
0285706	Optional Base (Group 06)	SY	20		\$	\$
0334 1 13	Superpave Asphaltic Conc, Traffic C	TN	2.2		\$	\$
0337 7 80	Asphaltic Conc, Friction Course, Traffic C (FC-9.5 / PG76-22)	TN	1.1		\$	\$
W425-1	Inlets, COT Curb, Type BV-1, <10'	EA	1		\$	\$
W425-2	Inlets, COT Curb, Type BS-1, <10'	EA	2		\$	\$
W425-3	Inlets, COT Curb, Type BR-II, <10'	EA	1		\$	\$
W425-4	Inlets, DT BOT, Type E, <10'	EA	2		\$	\$
W425-5	Inlets, DT BOT, Type T, <10'	EA	1		\$	\$
W425-6	Inlets, DT BOT, Type H, <10'	EA	5		\$	\$
W425-7	Manholes, P-7, <10'	EA	2		\$	\$
0430175124	24" Round Pipe Culvert	LF	60		\$	\$

Item No.	Description	Unit	Est Qty	Unit Price in Words	Unit Price	Total Price
0430175142	42" Round Pipe Culvert	LF	524		\$	\$
0430175215	15" Elliptical Pipe Culvert	LF	195		\$	\$
0430175230	30" Elliptical Pipe Culvert	LF	275		\$	\$
0430175242	42" Elliptical Pipe Culvert	LF	121		\$	\$
0430984123	15" Mitered End Section	LF	2		\$	\$
0515 1 1	Pipe Handrail	LF	105		\$	\$
0520 1 10	Concrete Curb & Gutter, Type F	LF	2,050		\$	\$
0520 1 11	Concrete Curb & Gutter, Drop Curb	LF	778		\$	\$
0520 2 4	Concrete Curb & Gutter, Type D	LF	937		\$	\$
0522 1	4" Concrete Sidewalk and Driveway	SY	2,160		\$	\$
0522 2	6" Concrete Sidewalk and Driveway	SY	60		\$	\$
0527 2	Detectable Warnings	SF	270		\$	\$
0570 1 2	Sod	SY	16,300		\$	\$
0700 1 11	Single Post Sign, F&I Ground Mount (up to 12 SF)	AS	7		\$	\$
0700 1 50	Single Post Sign, Relocate	AS	4		\$	\$
0700 1 60	Single Post Sign, Remove	AS	8		\$	\$
0706 3	Retro-reflective Pavement Markers	EA	8		\$	\$
0711 11123	Thermoplastic, Standard White, Solid, 12"	LF	340		\$	\$
0711 11125	Thermoplastic, Standard White, Solid, 24"	LF	20		\$	\$
0711 11160	Thermoplastic, Standard White, Message/Symbol	EA	1		\$	\$
0711 14125	Thermoplastic, Preformed White, Solid, 24"	LF	242		\$	\$
0711 15101	Thermoplastic, Standard Open Graded Asph. Surfaces, White, Solid, 6"	GM	0.223		\$	\$
0711 15201	Thermoplastic, Standard Open Graded Asph. Surfaces, Yellow, Solid, 6"	GM	0.026		\$	\$
0711 11421	Thermoplastic, Standard Blue, Solid, 6"	LF	74		\$	\$
0630 2 11	F&I Conduit (open trench)	LF	2,585		\$	\$
0630 2 12	F&I Conduit (directional bore)	LF	286		\$	\$
0635 2 11	F&I Pull & Splice Box, 13"x24" Cover Size	EA	39		\$	\$

Item No.	Description	Unit	Est Qty	Unit Price in Words	Unit Price	Total Price
0715 1 12	F&I Lighting Conductors, Insulated, No. 8 - 6	LF	10,701		\$	\$
0715 7 11	F&I Secondary Voltage, Load Center	EA	1		\$	\$
0715500 1	Pole Cable Distribution System, Conventional	EA	33		\$	\$
715 999	Light Pole, Landscape Forms, LEO, 12 FT, 22" Dome	EA	33		\$	\$
0580 1 2	Landscape - Large Plants	LS	1		\$	\$
0590 70	Irrigation System	LS	1		\$	\$
W524-1	Benches	EA	12		\$	\$
W524-2	Bicycle Racks	EA	2		\$	\$
W524-3	Trash Receptacles	EA	4		\$	\$
W524-4	Picnic Tables	EA	2		\$	\$
998 1	Historic Memorabilia (pavement stamps and historic signs)	LS	1		\$	\$
2107W	F&I 10" DIP (w/ polywrap)	LF	26		\$	\$
2501W	Remove 4"-12" Diameter Abandoned Pipe	LF	26		\$	\$
3003W	F&I 10" Wedge-Action or Flange Restraint	EA	10		\$	\$
3043W	F&I 10" Bell or Mechanical Joint Restraint (on existing pipe)	EA	4		\$	\$
3073W	F&I 10" Push-On Restrain Gasket	EA	2		\$	\$
4013W	F&I 10" DIP MJ Bend, Sleeve (Polywrapped) & Restraint	EA	6		\$	\$
6206W	F&I 10" Line Stop (on existing water main)	EA	1		\$	\$
9900W	Exploratory Pit	EA	1		\$	\$
9910W	Valve Box, Adjustment or Removal	EA	4		\$	\$
1050 18002	Utility Pipe, Plug & Place Out of Service, 2-4.9"	LF	38		\$	\$
1050 18004	Utility Pipe, Plug & Place Out of Service, 8-19.9"	LF	10		\$	\$
					TOTAL:	\$

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

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

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

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

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

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
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 19-C-00006; WEST TAMPA BAY BOULEVARD LINEAR PARK

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 19-C-00006, WEST TAMPA BAY BOULEVARD LINEAR PARK.

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 19-C-00006 in accordance with your Proposal dated \_\_\_\_\_, amounting to a total of \$ \_\_\_\_\_ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

This AGREEMENT, made and entered into in triplicate, 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 19-C-00006; WEST TAMPA BAY BOULEVARD LINEAR PARK, shall include, but not be limited to, furnishing labor, materials, and equipment to construct the streetscape and related right-of-way aesthetics and stormwater improvements including maintenance of traffic, installation of structures, sodding, surface restoration with all associated work required for a complete project in accordance with the Contract Documents.

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

# TAMPA AGREEMENT

## SECTION 1 GENERAL

### ARTICLE 1.01 THE CONTRACT

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

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

### ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 2.01 THE ENGINEER**

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

### **ARTICLE 2.02 DIRECTOR**

The Director of the Department in addition to those matters

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

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

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

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

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

### **ARTICLE 2.03 NO ESTOPPEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 3.03 INSPECTION**

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

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

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

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

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

#### **ARTICLE 3.04 PROTECTION**

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

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

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

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

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

**ARTICLE 3.06 BOUNDARIES**

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

**ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 3.08 TAXES**

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

**ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS**

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

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

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

**SECTION 4  
TIME PROVISIONS**

**ARTICLE 4.01 TIME OF START AND COMPLETION**

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

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

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

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

**ARTICLE 4.02 PROGRESS SCHEDULE**

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

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

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

**ARTICLE 4.03 APPROVAL REQUESTS**

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

**ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS**

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

**ARTICLE 4.05 EXTENSION OF TIME**

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

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

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

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

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

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

**ARTICLE 4.06 LIQUIDATED DAMAGES**

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

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

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

**ARTICLE 4.07 FINAL INSPECTION**

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

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

**SECTION 5  
SUBCONTRACTS AND ASSIGNMENTS**

**ARTICLE 5.01 LIMITATIONS AND CONSENT**

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

**ARTICLE 5.02 RESPONSIBILITY**

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

**SECTION 6  
SECURITY AND GUARANTY**

**ARTICLE 6.01 CONTRACT SECURITY**

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

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

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

**ARTICLE 6.02 CONTRACTORS INSURANCE**

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

**ARTICLE 6.03 AGAINST CLAIMS AND LIENS**

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

**ARTICLE 6.04 MAINTENANCE AND GUARANTY**

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

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

**SECTION 7  
CHANGES**

**ARTICLE 7.01 MINOR CHANGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 8.02 SUPERINTENDENCE**

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

### **ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES**

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

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

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

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

### **ARTICLE 8.05 PAYROLL REPORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 10 PAYMENTS**

#### **ARTICLE 10.01 PRICES**

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

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

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

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

made therefor in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 10.06 FINAL PAYMENT**

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

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

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

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

**ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT**

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

**SECTION 11 MISCELLANEOUS PROVISIONS**

**ARTICLE 11.01 CONTRACTOR'S WARRANTIES**

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

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

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

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

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

#### **ARTICLE 11.03 SUITS AT LAW**

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

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

#### **ARTICLE 11.04 CLAIMS FOR DAMAGES**

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

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

#### **ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS**

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

#### **ARTICLE 11.06 LIABILITY UNAFFECTED**

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

#### **ARTICLE 11.07 INDEMNIFICATION PROVISIONS**

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

#### **ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN**

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

#### **ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED**

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

#### **ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR**

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

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

**ARTICLE 11.11 NUMBER AND GENDER OF WORDS**

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

**ARTICLE 11.12 ACCESS TO RECORDS**

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

**SECTION 12  
LABOR STANDARDS**

**ARTICLE 12.01 LABOR STANDARDS**

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

**ARTICLE 12.02 NOTICE TO LABOR UNIONS**

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

**ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS**

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

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

**ARTICLE 12.05 PREVAILING RATES OF WAGES**

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

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

\* \* \* \* \*

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

CITY OF TAMPA, FLORIDA

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

ATTEST:

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

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

\_\_\_\_\_  
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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## **SPECIFIC PROVISIONS**

### **SP- 1.01 ROADWAY TECHNICAL SPECIFICATIONS:**

The work on this project shall comply with the FDOT Standard Specifications for Road and Bridge Construction (Current Edition), and the FDOT Standard Plans for Road and Bridge Construction (Current Edition), except as noted herein. The Engineer shall be notified of any discrepancy between either the FDOT Standard Specifications for Road and Bridge Construction or FDOT Roadway and Traffic Design Standards and these Technical Specifications or City specifications and standards.

It is required that the maintenance of the traffic conform to the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), the FDOT Standard Specifications for Road and Bridge Construction (Current Edition), and the FDOT Standard Plans for Road and Bridge Construction (Current Edition).

### **SP- 2.01 BID ITEMS:**

It is the intent of these Contract Documents that any items of work and all costs for which compensation is not directly provided by a bid item but are incidental to various project items of work, shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be basis for rejection of its bid.

### **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 City. "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 affect 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-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) 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.



**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.

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

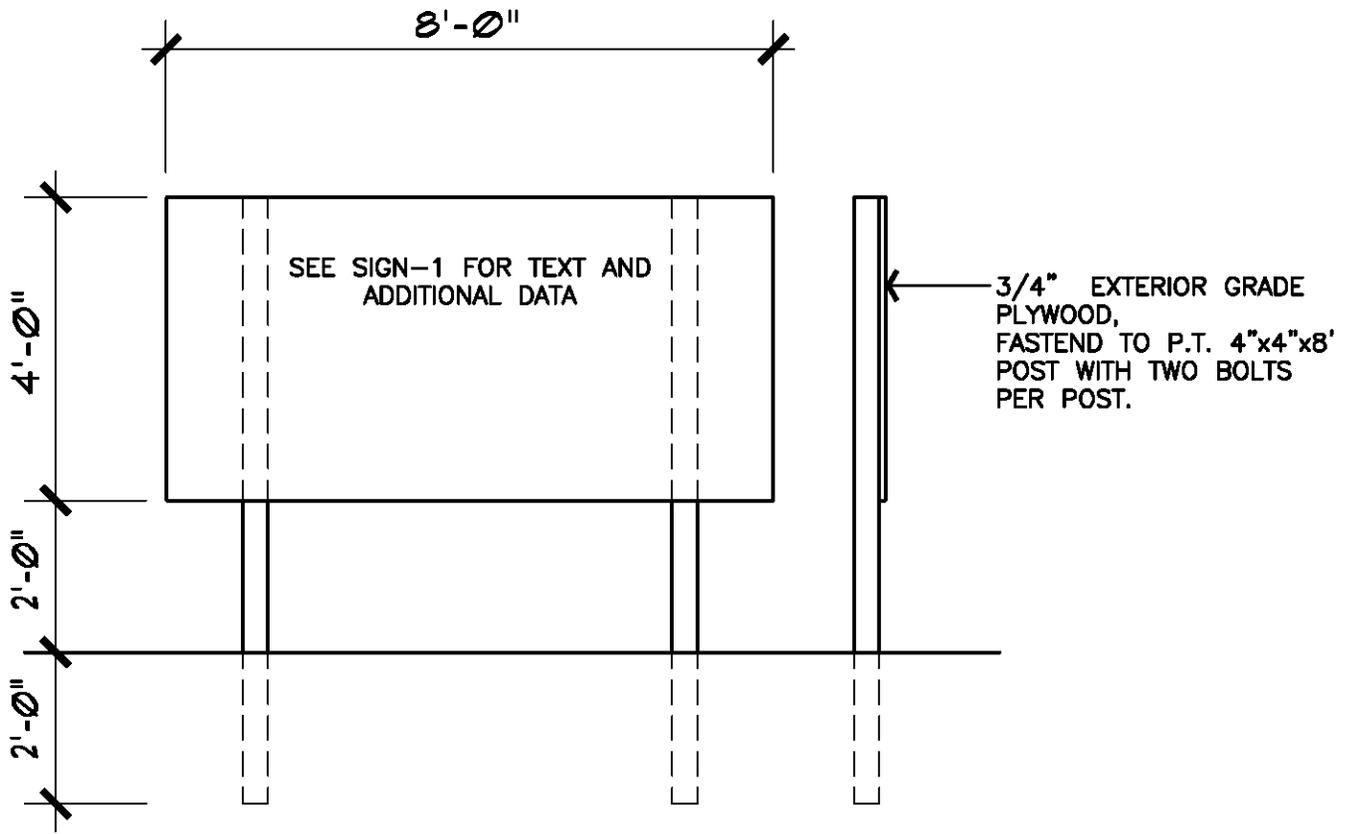
**Colors**

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



**WATER 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.

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

**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-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.

**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.

**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-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-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.

SECTION 425 - STORMWATER INLETS, MANHOLES  
AND JUNCTION BOXESW-425.01 General

The work specified in this section consists of the construction of inlets, manholes, junction boxes, shoulder gutter inlets, and yard drains. These structures shall be of reinforced concrete, or may be of brick masonry if circular and constructed in place, and shall include the necessary metal frames and gratings. The work under this section shall also include the adjustment of those structures shown in the plans to be adjusted or which are required to be adjusted for the satisfactory completion of the work. The new structures shall be constructed in conformity with the plans and in accordance with these specifications.

W-425.02 Composition and Proportioning

**Concrete:** Unless otherwise shown in the plans, all concrete for these structures shall be Class II as specified in Section 345.

**Mortar:** The mortar for brick masonry shall be of portland cement and sand, mixed in the proportions of one part cement to two parts of sand. Miami Oolitic rock screenings may be substituted for the sand upon prior approval of the Engineer. All the materials shall pass the No. 8 Sieve, and be uniformly graded from coarse to fine. At the option of the Contractor, hydrated lime, in an amount not to exceed ten percent of the amount of cement used, may be added to the mortar.

As an alternate to the above, masonry cement may be used in lieu of the above-specified mortar provided that it is delivered in packages properly identified by brand name of manufacturer, net weight of package, and whether it is Type 1 or Type 2, and further provided that it has not been in storage for a period greater than six months. Hydrated lime shall not be used with masonry cement.

The sand and cement shall be thoroughly mixed dry in proper boxes or mortar mixers and such quantity of clean fresh water added as will provide a stiff mortar of the proper consistency. The whole mass shall be thoroughly mixed until used. Any mortar that has set shall not be retempered in any way, and no mortar shall be used more than one and one-half (1-1/2) hours after mixing.

W-425.03 Gratings

Gratings and frames fabricated from structural steel shall be galvanized in accordance with the requirements of ASTM A123 or shall be painted with two coats of prime meeting the requirements of Section 971-8 of the Standard F.D.O.T. Specifications for Road and Bridge Construction, followed by one coat of material meeting the requirements of Federal Specification TT-E-489, Class A Black. All paint may be applied in the shop, by dipping, provided that each coat is thoroughly dry before the succeeding coat is applied. These requirements do not apply when A-588 steel is used.

When Alternate "G" grates are specified, the chain, bolt, nuts, and cold shuts shall be galvanized after fabrication in accordance with the requirements of ASTM A 123.

W-425.04 Forms

Forms shall be of wood or metal, so designed and constructed that they may be removed without injury to the concrete. They shall be built true to line and grade and braced in a substantial and unyielding manner, and shall be approved by the Engineer before being filled with concrete.

W-425.05 Precast Inlets, Manholes, and Junction Boxes

Careful attention shall be given to the proper construction or reconstruction of the pavement adjacent to the gutters and at street intersections to obtain satisfactory drainage to the inlets from the intersecting streets.

The Contractor may request to substitute precast inlets, manholes, and junction boxes in lieu of cast-in-place units unless otherwise shown in the plans or directed by the Engineer. At locations not so restricted, the Contractor shall carefully examine the plan details at each structure to determine if use of a precast unit is feasible. The design and fabrication of precast units shall be in accordance with the standard index drawings, which may allow use of designs other than those detailed in the standard index drawings.

Smooth welded wire fabric may be substituted for deformed re-bar or welded deformed wire reinforcement in non-circular precast drainage structures provided the following requirements are met:

1. The smooth welded wire fabric shall comply with ASTM A-185.
2. Substitution of equal areas of smooth wire fabric for the reinforcing steel and provided the width and length of the unit is four times the width of the spacing of the cross wires.
3. Wire shall be continuous around the box and spliced at a quarter point of one side with an overlap of not less than the spacing of the cross wires plus two inches.

#### W-425.06 Construction Methods

**Excavation:** Excavation shall comply with the requirements specified in Section 1.

**Placing and Curing Concrete:** The concrete shall be placed in the forms, to the depth shown in the plans and thoroughly vibrated. After the concrete has hardened sufficiently, it shall be covered with suitable material approved by the Engineer, and kept moist for a period of three days.

**Setting Manhole Castings:** After the concrete has been cured as specified above, the frame of the casting shall be set in a full mortar bed composed of one part portland cement to two parts of fine aggregate.

**Reinforcing Steel:** The construction methods for the steel reinforcement shall be as specified in Section 6.

**Laying Brick:** All brick shall be saturated with water before being laid. The brick shall be laid by the shovejoint method so as to bond them thoroughly into the mortar. Headers and stretchers shall be so arranged as to bond the mass thoroughly. Joints shall be finished properly as the work progresses and shall be not less than 1/4 inch or more than 3/4 inch in thickness. No spalls or bats shall be used except for shaping around irregular openings or when unavoidable at corners.

The inside of the brick masonry walls shall be plastered uniformly with cement mortar one-half (1/2) inch in thickness mixed in proportions of one part of cement and two parts of clean, sharp sand.

**Placing Pipe:** Inlet and outlet pipes shall be of the same size and kind as the connecting pipe shown in the plans. They shall extend through the walls for a distance beyond the outside surface sufficient for the intended connections, and the concrete shall be constructed around them neatly so as to prevent leakage along their outer surface. The inlet and outlet pipes shall be flush with the inside of the wall.

**Backfilling:** Backfilling shall conform with the requirements specified in Section 2.

**Adjusting Existing Structures:** Existing manholes, catch basins, inlets, valve boxes, monument boxes, etc., within the limits of the proposed work, that do not conform to the finished grade of the proposed pavement, or to the finished grade designated on the plans for such structures, shall be cut down or extended, and made to conform to the grade of the new pavement, or to the designated grade of the structure if outside of the proposed pavement area. The materials and construction methods for this work shall conform to the requirements specified above.

Where manholes are to be raised, the adjustment may, at the Contractor's option, be made by the use of adjustable extension rings of the type which do not require the removal of the existing manhole frame. The extension device shall provide positive locking action and shall permit adjustment in height as well as diameter. The particular type of device used shall meet the approval of the Engineer.

**Adjusting Structures:** When an item of payment for adjusting manholes, valve boxes, inlets, or monument boxes is provided in the proposal, the number of such structures designated to be paid for under separate items, and which are satisfactorily adjusted, shall be paid for at the contract units prices each for Adjusting Inlets, Adjusting Manholes, Adjusting Valve Boxes, and Adjusting Monument Boxes.

For any of such types of these structures required to be adjusted but for which no separate item of payment is shown in the proposal for the specific type, payment shall be made under the item of Adjusting Miscellaneous Structures.

#### W-425.07 Drainage Structures

1. All inlets, manholes, and junction boxes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:
  - a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12 inches from top of pipe to bottom of top slab, before "stack" is used.
  - b. The minimum diameter for stack heights shall be thirty-six (36) inches.
  - c. The minimum distance between pipe openings shall be nine (9) inches.
  - d. For four-sided structures having openings in more than one corner, individual shop drawings must be submitted for prior approval.
2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct brick drainage structures (in place of concrete drainage structures), according to the standards specified below:

Brick construction shall be as follows:

- a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.
- b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.
- c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.
- d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).
- e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.
- f. All brick structures shall be plastered smooth inside also with 1/2-inch thick, 1:2 (Portland cement-sand) mortar.

- g. No "unsound" brick shall be used. As a test, if a light hammer blow, with the brick held lightly in hand, does not produce a uniform crisp ringing sound, the brick shall be construed to have crack(s), or otherwise unsound and shall be rejected.
  - h. All bricks shall be solid.
- 3. No additional compensation shall be paid for brick structures. Brick and concrete shall not be used simultaneously in drainage structure walls. Walls of round structures shall be constructed of concrete only.
- 4. For all types of manholes, the top and bottom slab shall be as per applicable D.O.T. standards, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:
  - a. Top and bottom slabs shall have same thicknesses and reinforcements in any manhole structure.
  - b. The minimum slab thickness and reinforcement shall be 8 inches thick and #6 bars at 6-inch centers both ways.
  - c. 4-foot by 6-foot (4' x 6') or larger manholes, including circular manholes with inside diameter of 5-feet (5.0') or larger, shall have 10-inch thick slabs with #7 bars at 6-inch centers both ways.
  - d. Unless specified on the Plans, four-sided structures with both inside dimensions in excess of eight feet (8.0') and circular structures with inside diameter in excess of eight feet (8.0') shall not be covered by D.O.T. and the above criteria.
- 5. All grate inlets shall conform to the City of Tampa design standards.
- 6. Grates on inlets, as well as all other structures, with in travel way and drives shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
- 7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.
- 8. The reinforcements and shapes for all drainage structures, unless directed by the Engineer otherwise, shall conform to the Plans and applicable design standards.
- 9. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the Contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.
- 10. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu D.O.T. Type 5 and 6 inlets and vice-versa without additional cost to the City. P-5 and P-6 inlets shall have 3-1/2-foot by 3-1/2-foot substructures unless oversize pipe is to be accommodated or otherwise directed by the Engineer. Legible, detailed plans of each inlet type shall be provided to the Contractor.

Side openings in curb and grate type inlets may be specified in the Plans or by the Construction Engineer to meet site conditions. The Contractor shall provide such openings without any additional cost.
- 11. When precast drainage structures are requested as substitutions for poured in place concrete structures, the Contractor shall meet the following additional requirements:

- a. Minimum height of the base structure (manhole or inlet barrel), unless restricted by design, shall be 5 feet 0 inches before extending the structure height by another precast "barrel." The minimum height of the top (extension) precast "barrel" shall be 1 foot 6 inches. "Barrel" extensions of less than 1-foot 6-inch height shall be cast in place with continuous reinforcement.
  - b. Four-sided structures may be considered as an alternate to circular structures, but not the reverse.
  - c. For substructures for the City-type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use a 3-foot by 4-foot (inside dimensions) structure. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
  - d. When circular structures are precast in accordance with ASTM C-478, minimum wall thickness shall be six inches (6") thick or as specified in ASTM C-478 for larger diameter structures.
  - e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.
  - f. The Contractor shall submit shop drawings only as specified below:
    - (1) One each-typical for different type of structures.
    - (2) For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.
  - g. Provide schedule of manufacture of the structures. No compensation shall be paid to the Contractor for unusable precast drainage structures.
  - h. Provide material testing acceptance reports by a licensed private laboratory verifying:
    - (1) that the structures were constructed in accordance with details shown on the Plans and/or Shop Drawings;
    - (2) the exact design criteria adhered to; if more than one, identify which criteria applies to which structures;
    - (3) the project title, project number, file number, date cast, structure, plan sheet number and station;
    - (4) reinforcement size, spacing and amount;
    - (5) concrete placement, curing and strength, and verification of concrete cover on reinforcement; and
    - (6) that the testing laboratory stamp is placed on each structure prior to shipment.
  - i. Cooperate with Department personnel regarding periodic inspection of the precast units and the precast operations.
12. All manhole and inlet structures shall be set on a minimum 6-inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the Plans or Specifications, or unless the Engineer determines a thicker layer is required due to soil and/or water conditions. All such coarse aggregate shall be completely enveloped in non-woven filter fabric as directed by the Engineer.

Payment for the 6-inch thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be made from the select bedding material (stone) pay item, if available, or as extra work.

13. All casting covers, such as for inlets and manholes, shall bear the appropriate City of Tampa identification for storm sewers and for sanitary sewers, as shown on the Plans and directed by the Engineer.

Price and payment will be full compensation for all work specified in this section, including materials, tools, equipment, and incidental earthwork necessary to complete the work.

Payment shall be made as:

W425-1	INLETS, COT CURB, TYPE BV-I, <10'	EA
W425-2	INLETS, COT CURB, TYPE BS-I, <10'	EA
W425-3	INLETS, COT CURB, TYPE BR-II, <10'	EA
W425-4	INLETS, DT BOT, TYPE E, <10'	EA
W425-5	INLETS, DT BOT, TYPE T, <10'	EA
W425-6	INLETS, DT BOT, TYPE H, <10'	EA
W425-7	MANHOLES, P-7, <10'	EA

**SECTION 32 84 23  
UNDERGROUND SPRINKLERS**

**PART 1: GENERAL**

**1.1 DESCRIPTION OF WORK**

**1.1.1** Furnish all materials, equipment and labor as necessary for the installation of an irrigation system per the drawings and specifications. All work should meet City of Tampa standards for materials and workmanship.

**1.1.2** Related Work:  
See Section 32 93 00: PLANTS

**1.2 RELATED DOCUMENTS:**

**1.2.1** Drawings and general provisions of Contract, including General Provisions, Supplementary General Provisions, Special Conditions, and Division – 1 Specification sections apply to work specified in this section.

**1.3 DESCRIPTION OF WORK:**

**1.3.1** Location of underground sprinkler system is shown on drawings if provided.

**1.3.2** Design and installation of system included in this section

**1.4 QUALITY ASSURANCE:**

**1.4.1** Workmanship: All work shall be installed by licensed irrigation contractor using skilled personnel, proficient in the trades required, in a neat, orderly and responsible manner with recognized standards of workmanship. Material installations are to conform to manufacture specs. The Contractor shall have had considerable experience and demonstrated ability in the installation of sprinkler irrigation systems of this type.

**1.5 SUBMITTALS:**

**1.5.1** Product Data: Submit manufacturer's technical data for all materials and installation instructions for underground sprinkler system prior to starting work on the project site.

**1.5.2** Drawings: Provide Design drawings that will include plan layout and details illustrating location and type of heads, valves, piping circuits, controls and accessories. If requested by the City, provide design calculations demonstrating how system component sizes were derived.

**1.5.2.1** Format: The irrigation system design plans shall be done in AutoCAD to scale. These plans shall be provided to the City of Tampa prior to final acceptance of the project. Provide CD containing AutoCAD (DWG files) 2013 version minimum along with the requirements of the general provisions of the contract.

**PART 2 PRODUCTS**

**2.1 MATERIALS:**

**2.1.1** Backflow Preventer: PVB (pressure vacuum breaker) with ball valves sized to match the system and installed on galvanized risers.

**2.1.2** Irrigation Pipe: All main and lateral lines shall be PVC pipe ASTM D1785 1120 Schedule 40. Exception would be galvanized steel pipe, when specified, and if exposed paint with 2 coats of forest green enamel.

1. Pipe Size: Increased to allow expansion or nozzle size change.
  - a. No flow shall exceed 4' per second.
  - b. All laterals to heads will be 1" or larger on rotors and ¾" or larger on pop-ups, bubblers and Quick Couplers
  - c. Nozzle and zone size will be calculated to provide maximum precipitation rate to reduce watering time based on meter size.
  - d. No pipe smaller than ¾".

**2.1.3** Sleeving: Sleeving shall be installed for all hardscape surfaces including, but not limited to, sidewalks, courts, etc. Contractor to verify Schedule 40 or HDPE. Sleeve size shall be 2 times irrigation pipe size minimum. For all sleeves containing lateral pipe and wiring, all wire to be in its own conduit.

**2.1.4** Adhesives:

**2.1.4.1** All connections, 4" and less, shall be Weld-On PC-68 or PC-70 purple primer and Weld-On PVC 717 or 727 clear cement.

**2.1.5** Pipe Fittings:

**2.1.5.1** ASTM D 2466 socket fittings Schedule 40 shall be used for PVC pipe. Put purple primer first, cement after.

**2.1.5.2** ANSI B 16.3 galvanized malleable iron screwed fittings shall be used for all galvanized pipe.

**2.1.6** Manual Valves: Manufactured as follows: PVC Schedule 40 ball valves unless otherwise indicated.

**2.1.7** Electric Valves: Irritrol 200B series electric valve with flow control. AC or DC depending upon power source. If DC is specified, a separate common wire for each 6 zones must be installed. Master valve to be used with more than 2 zones or if main line crosses a roadway. No pressure regulator on valves. For reclaimed applications use Irritrol 100P with scrubber kit valve.

**2.1.8** Automatic Valve Wiring: 14 gauge direct burial wire, color coded as follows: red for zones; blue for master valve and black for extras. Two black extra wires to be run to the furthest valve from controller in each direction. Wire splices shall be made at a common location, contained in a valve box and spliced using greased filling King wire nuts. All wire to be brought within 6' of timer location, into a junction box, and paired 18 gauge wire run into the timer box with a 3' pigtail. Provide 12 gauge white common wire for any runs over 100'.

**2.1.9** Sprinkler Heads: Manufacturer’s standard unit designed to provide uniform coverage over entire area of spray shown on drawings at available water pressure and installed using K-flex pipe and Schedule 40 PVC connectors as follows:

**2.1.9.1** Rain Bird Bubbler: #1402 – 0.5 GPM on K-Flex pipe (2 per tree).

**2.1.9.2** Rain Bird Pop-up: 1800 series SAM with nozzle to match application (No PRS).

**2.1.10** Valve Box: Provide plastic valve box with cover, size as needed, or as specified on drawings. Place level on brick or stone blocks. Open side of the valve box to be wrapped in ground cloth. Top of valve box installed flushed with finished grade. Any valve placed in concrete must be concrete or double wall concrete rated plastic box.

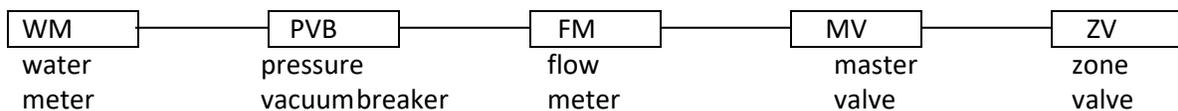
**2.1.11** Computerized Irrigation Controller: Computerized irrigation controller and cabinet shall be supplied and installed by Contractor. Coordination of installation of the controller with the City of Tampa is required by the Contractor.

**2.1.12** Computerized Irrigation Equipment: The following is part of the computerized system and is the responsibility of the awarded contractor.

**2.1.12.1** Computerized systems shall utilize a flow meter by Master Meter Inc. matched to the water meter size, with a 1 or 10 gallon pulse depending on zone GPM.

**2.1.12.2** Wiring from flow meter to controller must be 14-2 Maxi-com cable. No splices should be made in the Maxi-com cable. Maxi-com to be run under main line or in conduit.

**2.1.12.3** Power source at timer should be D/C (requires special wiring) used only if all sources of A/C have been exhausted.



**2.1.13** Water Source: To be coordinated with City of Tampa prior to design of irrigation system. New water meters shall be requested and paid for by the contractor. If available, reclaimed water must be used for irrigation. Any system that is to be connected to reclaimed water or is indicated to have reclaimed in the near future shall have all materials of the appropriate color to indicate the use of reclaimed water. If a well is required see City of Tampa well specs.

**PART 3 – EXECUTION**

**3.1 SYSTEM DESIGN:**

**3.1.1** System design shall take into account existing physical and cultural features and all proposed site improvements to avoid conflicts and ensure an efficient optimal system.

**3.1.2** Design Pressures: Verify available water source and pressure prior to system design. Design system throughout to be compatible with available water source. Use reclaimed water whenever available. Athletic fields to be on a well system whenever possible.

**3.1.3** Location of Heads: Design locations in accordance with accepted sprinkler practice to provide 100% head to head coverage. Make minor adjustments as necessary to avoid structures and other obstructions.

**3.1.4** Minimum Water Coverage:

**3.1.4.1** 100% of all landscape beds.

**3.1.4.2** Layout may be modified, if necessary to obtain coverage, and to suit manufacturer's standard heads. Do not decrease number of heads indicated unless otherwise acceptable to City Representative. Any proposed decrease must be approved by the City Representative.

**3.1.5** Group valves close to water source in 1 or 2 locations. Planting beds, trees and turf areas shall be on separate zones.

**3.1.6** Minimize wiring runs. Maximize use of lateral lines. Keep valves 5' from closest hardscape.

**3.1.7** No flow shall exceed 4 feet per second.

**3.1.8** Top of pipe to grade shall be:

1. Manifolds: 6"
2. Laterals: 12"
3. Mainlines: 18"

**3.1.9** Design zones to have matched precipitation rates.

**3.1.10** Do not use pressure-regulating sprinklers.

**3.1.11** Insert sprinklers 3 inches from curbs, hardscapes and structures to allow for edging.

**3.1.12** Computerized irrigation system controller will be installed by the City of Tampa. Verify controller location prior to installation of irrigation system and related electrical wiring.

**3.1.13** No pipe smaller than ¾"

**3.1.15** Coordinate and confirm exact water source and electric source.

### **3.2 ELECTRIC and WATER SERVICE:**

**3.2.1** Water Service: The contractor shall include in the bid price all costs associated with providing water service to system as required. This includes all applications and fees required by City of Tampa Water Department to provide service, connection fees and all materials and labor for a complete functioning system. Contractor shall be responsible for applying and paying for any new water meters as required. Coordinate this requirement with the contract documents.

**3.2.2** Upon final acceptance of irrigation system, ownership of water and electric meters will be transferred to the City of Tampa.

### **3.3 TRENCHING AND BACKFILLING:**

**3.3.1** General: Protect existing utilities, paving, plants, trees and other facilities caused by irrigation operations. Contractor shall be responsible for the repair of any damage to existing utilities and paving. Excavate straight and true with bottom uniformly sloped to low point.

**3.3.2** Sunshine: Contractor shall be responsible for notifying underground utilities 48 hours prior to beginning work (800) 432-4770. No site work shall commence until all underground utilities have been properly located and identified.

**3.3.3** Backfill: Backfill with clean material from excavation. Remove organic material as well as rocks and debris larger than 1" diameter. Place acceptable backfill material in 6" lifts, compacting each lift.

**3.3.4** Existing Lawns: Where trenching is required across existing lawns, trench no wider than necessary to accommodate pipes.

**3.3.4.1** Backfill trench to within 6" of finished grade. Continue fill with acceptable topsoil and compact to bring area to the elevation of existing lawn.

**3.3.4.2** If trench is more than 6" in width, relay or plant new sod within 7 days after removal, roll and water generously.

**3.3.4.3** Restore to original condition any sod areas not in healthy condition equal to adjoining lawns 30 days after planting.

**3.3.5** Existing Trees: All efforts shall be made to avoid trenching under the driplines of existing trees and canopy spread of proposed trees. All proposed trenching or other work under the limb spread of any and all trees shall be done by hand so that no limbs or branches or roots are damaged in any way.

**3.3.5.1** Trenching shall comply with Chapter 13-146, Technical Manual and shall be done to minimize root disturbance. City of Tampa representative shall be present prior to beginning work, to determine limits of root pruning and shall approve any work taking place within protective radius of trees. All tree roots shall be severed cleanly per the Chapter 13 of the City Code.

**3.3.5.2** Protective radius schedule per Chapter 13 of the City Code reads as follows:  
1" caliper – no trenching within 4' of tree trunk  
6" – 14" caliper – no trenching within 6' of tree trunk  
15" – 34" caliper – no trenching within 15' of tree trunk  
34" and greater – no trenching within 20' unless approved by City

Representative

**3.3.6** Pavements:

**3.3.6.1** Boring is the preferred method. Open cuts must be approved by City Representative. Where existing pavements must be crossed to install landscape irrigation system, saw cut straight clean lines 6" wider than trench.

**3.3.6.2** Excavate trench to required depth and width.

**3.3.6.3** Remove cut out pavement and excavated material from the site.

**3.3.6.4** Backfill with dry sand fill material, placing in 6" lifts to meet City of Tampa compaction requirements.

**3.3.6.5** Repair or replace pavement cuts with equivalent materials and finishes.

**3.3.6.6** If a concrete sidewalk is cut or damaged, the full section must be replaced.

**3.3.6.7** Piping under hardscape that is 5' wider or greater shall be sleeved.

**3.3.6.8** Contractor is responsible for daily clean up of operations to include debris, directional bore slurry and any hydraulic fluids.

**3.4 INSTALLATION:** (See details on construction drawings)

**3.4.1** A pre-construction meeting will occur on site prior to commencement of work.

**3.4.2** General: Contractor shall be responsible for filing and obtaining any and all agency permits as described. All work must conform to City of Tampa and the latest adopted plumbing code. Any work taking place along a city, county or state road or median must comply with appropriate regulating authority guidelines for Traffic Control for Construction and Maintenance Operations.

**3.4.3** Required Inspections:

**3.4.3.1** Piping: prior to covering.

**3.4.3.2** All materials prior to planting and/or mulching.

**3.4.3.3** 24 hour notice of inspection required.

**3.4.3.4** Main lines require pressure tests of 50 PSI to be maintained for minimum of 1 hour.

**3.4.4** Backflow Preventer: PVB (pressure vacuum breaker) with ball valves sized to match the system and installed on galvanized risers.

**3.4.5** Control Valves: Install in valve box. Arrange in box for easy adjustment and removal.

**3.4.5.1** Adjust size of automatic control valves to provide flow rate of rated operating pressure required for each sprinkler zone.

**3.4.5.2** All zone wiring and Maxi-com cable to be installed under the main line or in conduit. Wiring that shares a sleeve with irrigation water lines shall be contained in its own conduit.

**3.4.6** Provide 18" of straight uninterrupted PVC pipe in front of the Master Meter and 12" of straight behind.

**3.4.7** Piping: Lay pipe on solid sub-base uniformly sloped.

**3.4.7.1** Install PVC pipe in dry weather when temperature is above 40 degrees F in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperatures above 40 degrees F (4 degrees C) before testing, unless otherwise recommended by manufacturer. All PVC connections will be cleaned with purple primer prior to cementing.

**3.4.7.2** Mainline depth shall be 18”.

**3.4.7.3** Lateral line depth shall be 12”.

**3.4.8** Sprinkler Heads: Flush circuit lines with full pressure and install nozzles after hydrostatic test is completed.

**3.4.8.1** Install all heads at manufacturer’s recommended heights.

**3.4.8.2** Locate part-circle heads to maintain a minimum distance of 3” from curbs, hardscape and structures.

**3.4.8.3** After completion of grading, seeding or sodding, and rolling of the grass areas, carefully adjust lawn sprinkler heads so they will be flush with grade.

**3.4.8.4** Pop-ups installed on ½” flex hose using Schedule 40 PVC connectors.

**3.4.8.5** Rotors to be installed on appropriate size flex hose using Schedule 40 PVC connectors. Ensure sprayer rotor water does not directly contact existing structures or hardscape areas.

**3.4.9** Dielectric Protection: Use dielectric fittings at connection where pipes of dissimilar metal are joined.

**3.4.10** Wiring: All wiring shall be performed by the contractor as shown on drawings. All wiring shall be run from point of connection back to the controller.

### **3.5 ACCEPTANCE:**

**3.5.1** Maintenance: Contractor is responsible for all maintenance of the system until final acceptance by City Representative and for the maintenance period specified in section Trees, Plants and Ground Covers.

**3.5.2** Final Inspection: The inspection of irrigated areas will be made by the City Representative upon contractor’s request. Provide notification at least 2 working days prior. The City Representative will provide a punch list of those items which must be corrected before re-inspection for final acceptance. The City Representative will set an appropriate time period in which the punch list items must be corrected.

**3.5.2.1** Contractor to provide notification of at least 2 working days prior to inspection.

**3.5.2.2** System to be run through electronically of all zones to ensure all components are working properly.

**3.5.2.3** System to be run through City programming for one week prior to final acceptance.

**3.5.2.4** As Built drawings: At project closeout, the Contractor shall submit complete electronic drawings showing any changes from approved shop drawing. These shall be included as part of required As-Built/Record Drawing requirement of the general provision.

As-built drawings shall include the following:

- Irrigation system as installed.

- Water source location and size.
- Power source location.
- Changes to controller type or location.
- Changes in type or location of flow meter or master valve.
- Any wiring changes in location, number, type, color.
- Valve locations should be dimensioned and areas controlled identified.
- Location, depth and size of mainline and feeder lines. Off-set to main line requested.
- Location of maxi-com cable.
- Location and depth of all directional bores.

**3.6 GUARANTEE:**

**3.6.1** Guarantee: All work shall be guaranteed by contractor for one year from date of final acceptance against all defects and malfunctions in materials, equipment and workmanship and shall be included as a part of the project closeout document requirements.

**3.6.1.1** The guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in materials, equipment and workmanship, to the satisfaction of the City of Tampa. Repairs, if required, shall be done promptly at no cost to the City of Tampa. The contractor shall not be responsible for damage to the irrigation system by others. The guarantee shall state the name of the owner, provide full guarantee terms, effective and termination date, name and license number. It shall be signed by the chief executive of the contracting firm and notarized. Manufacturer's warranties shall not relieve the contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

**3.6.1.2** The contractor shall make necessary repairs within 72 hours notice. If the Contractor neglects to make or undertake the repairs with the due diligence, the City of Tampa may make such repairs at the contractor's expense. In the case of an emergency where in the judgment of the City of Tampa, delay would cause loss or damage, repairs or replacement may be mad without notice being sent to the contractor and the contractor shall pay the cost thereof.

Payment shall be made under:  
Item No. 590-70                      Irrigation System                      LS

**END OF SECTION 32 84 23**

## SECTION 524

### SITE AND STREET FURNISHINGS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following site and street furnishings:
  - 1. Benches.
  - 2. Trash receptacles.
  - 3. Bike racks.
  - 4. Picnic tables

##### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details.
- B. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
  - 1. Full Size: Bench, Trash receptacle and bike rack.
  - 2. Provide physical material samples for each powdercoat finish and each concrete finish prior to ordering. Color to be approved by Landscape Architect.
- C. Product Schedule: For site and street furnishings. Use same designations indicated on Drawings.
- D. Maintenance Data: For site and street furnishings to include in maintenance manuals.

##### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of site and street furnishings through one source from a single manufacturer.

#### PART 2 - PRODUCTS

##### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following:

1. Benches:
  - a. Maglin Site Furniture – Denver Place, 999 18<sup>th</sup> Street, Suite 1100, Denver, CO 80202. Phone – (800)-716-5506. Model: MLB970M, optional 3<sup>rd</sup> arm, w/ Custom Laser Cut Design (reference plan sheet LD-114 for graphic and provide shop drawings for approval by owners representative.) Powdercoat color to be ‘Silver’
2. Trash Receptacles:
  - a. Landscape Forms – 431 Lawndale Ave, Kalamazoo, MI 49048. Phone – (800)-521-2546. Model: Austin, Side Opening, Surface Mount, Without Lock. Powdercoat color to be ‘Silver’
3. Bike Rack:
  - a. Maglin Site Furniture – Denver Place, 999 18<sup>th</sup> Street, Suite 1100, Denver, CO 80202. Phone – (800)-716-5506. Model: SCBR1600 Direct Burial. Powdercoat color to be ‘Silver’
4. Picnic Tables:
  - a. Maglin Site Furniture – Denver Place, 999 18<sup>th</sup> Street, Suite 1100, Denver, CO 80202. Phone – (800)-716-5506. Model: MLPT210-S-W and MLPT210-S-W-WCA Recycled Plastic-wood grain (grey color). Powdercoat color to be ‘Silver’

## 2.2 MATERIALS

- A. Stainless Steel: See Manufacturers Specifications
- B. Anchors, Fasteners, Fittings, and Hardware: Stainless steel; commercial quality; tamperproof, vandal and theft resistant; concealed, recessed, and capped or plugged. Provide as required for site and street furnishings' assembly, mounting, and secure attachment. Follow Manufacturers Specifications.

## 2.3 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Preservative-Treated Wood Components: Complete fabrication of treated items before treatment if possible. If cut after treatment, apply field treatment complying with AWPA M4 to cut surfaces.

- E. Exposed Surfaces: Polished, sanded, or otherwise finished; smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- F. Factory Assembly: Assemble components in the factory to the greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.4 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of site and street furnishings, where required.
- B. Unless otherwise indicated, install site and street furnishings after landscaping and paving have been completed.
- C. Install site and street furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

3.3 CLEANING

- A. After completing site and street furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

3.4 Payment shall be made under:

Item No. W524-1	Benches	EA
Item No. W524-2	Bicycle Racks	EA
Item No. W524-3	Trash Receptacles	EA
Item No. W524-4	Picnic Tables	EA

END OF SECTION

## SECTION 580

### TREES, PLANTS AND GROUNDCOVERS

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION OF WORK:

Furnish all materials, equipment and labor as necessary for preparation of planting areas, soil treatment, planting of trees, shrubs, groundcovers and grass, relocation of designated plants, protection of plants, maintenance, guarantee and replacement of plants, and related items as required to complete the work as indicated on the drawings and specified herein.

##### Related Work:

1. Section 590: Underground Sprinkler

##### 1.2 DEFINITIONS:

- A. The following words and terms or pronouns used instead shall wherever they appear in these specifications, be construed as follows, unless a different meaning is clear from the context:

"Final Acceptance" shall mean that point in time when all requirements of project drawings and specifications are completed, including any punchlist items, to the satisfaction of the City of Tampa representative. The contractor shall be notified in writing of final acceptance by a City of Tampa representative.

"Warranty Period" shall be a six-month period beginning at Final Acceptance.

"Maintenance Period" shall begin when plant material is installed and continue for ninety (90) days after notification of Final Acceptance.

"Final Maintenance Inspection" shall occur at the end of the ninety (90) day maintenance period.

##### 1.3 QUALITY ASSURANCE:

- A. The landscape installation shall be by a single firm specializing in landscape work.
- B. Plant names indicated shall comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed shall conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- C. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock" (ANSI Z60 1) and, sizing and grading standards of the latest edition of "Grades and Standards for Nursery Plants: Part I and II" by the Florida Department of Agriculture and Consumer Services. All plant material shall be "Florida No. 1" or better.

Caliber measurement shall be taken six (6) inches above ground level if four (4) inches or less. If greater than 4 (four) inches, caliber measurement will be taken at twelve (12) inches above ground level.

- D. Do not make substitutions. If specified landscape material is not obtainable submit to City of Tampa representative in writing, proof of non-availability and proposal for use of equivalent

material. When authorized, adjustment of contract amount will be made.

- E. All plants shall be nursery grown and 100% acclimatized to local planting conditions.
- F. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, providing that the larger plants will not be cut back to size indicated or rootbound in pots. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated. Height and spread specified will prevail over container size specified, for groundcover and shrub material only.
- G. All trees will be inspected and approved by the City of Tampa representative at the place of growth, for compliance with specification requirements for quality, size, and variety. When trees cannot be obtained locally, provide sufficient photographs of the proposed plants for approval.
  - 1. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
  - 2. Tag trees at the source of supply prior to inspection by City of Tampa representative.
- H. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock" (ANSI Z60 1) and, sizing and grading standards of the latest edition of "Grades and Standards for Nursery Plants: Part I and II" by the Florida Department of Agriculture and Consumer Services. All plant material shall be "Florida No. 1" or better.
  - 1. Caliber measurement shall be taken six (6) inches above ground level if four (4) inches or less. If greater than 4 (four) inches, caliber measurement will be taken at twelve (12) inches above ground level.
- I. Do not make substitutions. If specified landscape material is not obtainable submit to owner's representative in writing, proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made.
- J. All plants shall be nursery grown and 100% acclimatized to local planting conditions.
- K. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, providing that the larger plants will not be cut back to size indicated or rootbound in pots. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated. Height and spread specified will prevail over container size specified, for groundcover and shrub material only.
- L. All trees will be inspected and approved by the owner's representative at the place of growth, for compliance with specification requirements for quality, size, and variety. When trees cannot be obtained locally, provide sufficient photographs of the proposed plants for approval.
  - 1. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
  - 2. Tag trees at the source of supply prior to inspection by owner's representative.

1.4 SUBMITTALS:

- A. Submit planting schedule showing scheduled dates for each type of planting in each area of site two weeks prior to beginning work.
- B. Submit certificates of inspection, as required by governmental authorities, and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides and fertilizer materials, submit other data substantiating that materials comply with specified requirements.
- C. Submit the following material samples:
  - 1. Mulch
  - 2. One typical sample of each shrub and groundcover material as specified, prior to planting for approval.
    - a. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
  - 3. Photographs of all tree species as specified, prior to planting for approval.
    - a. The City reserves the right to field tag tree material.
    - b. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
  - 4. Provide cut-sheet on all fertilizers and pre-emergent materials to be used on site, per specifications.
- D. Upon final acceptance of plant material, submit two (2) written maintenance instructions recommending procedures for maintenance of plant materials for a one year period.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.
- B. B&B Trees must be held and fully acclimatized over a period not less than eight (8) weeks prior to delivery to site.
- C. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately prior to digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order. Upon arrival the certificate shall be filed with the owner.
- D. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the City of Tampa representative. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.
- E. Plant material that is stored improperly shall receive a special review of acceptance/rejection, established on a case by case basis.

- F. Cover plants transported on open vehicles with a protective covering to prevent wind burn.
- G. Topsoil shall be kept dry and loose for planting bed mixes.
- H. Label at least one (1) tree of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
- I. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the owner's representative. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.
- J. Plant material that is stored improperly shall receive a special review of acceptance/rejection, established on a case by case basis.
- K. Cover plants transported on open vehicles with a protective covering to prevent wind burn.
- L. Topsoil shall be kept dry and loose for planting bed mixes.
- M. Label at least one (1) tree and one (1) shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.

1.6 JOB CONDITIONS:

- A. Work notification: Notify owner's representative at least seven (7) working days prior to installation of plant material. All plant samples to be reviewed for approval prior to notification.
- B. Protect existing utilities, paving, and other facilities from damage caused by landscaping operations. Notify Sunshine One Call a minimum of 48 hours prior to beginning work. Awarded contractor responsible for repairing any damage done by landscape installation process.
- C. A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omission occur in the plant materials list, the planting plans shall govern.
- D. Examine the subgrade, verify the elevations and all dimensions, observe the conditions under which work is to be performed, and examine unsatisfactory conditions before proceeding with the work.
  - 1. When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify owner's representative before planting to determine alternative action.
  - 2. Contractor shall be responsible for the removal of existing vegetation deemed necessary by owner's representative to carry out scope of project.
- E. The irrigation system shall be installed prior to planting, if applicable. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components, new and existing, damaged during planting operations with like materials.

Test system prior to installation of plant material.

- F. Any work taking place along a city, county or state road or median must comply with appropriate regulating authorities guidelines for "Traffic Controls for Construction and Maintenance Operations". A maintenance of traffic plan must be prepared and submitted to the Florida Department of Transportation prior to starting work. Lane closures will only be allowed one at a time and only between the hours of 9 a.m. and 3 p.m. Lane closures are limited to 30 minutes per event. Maintenance of traffic must be set up by certified maintenance of traffic staff.

## PART 2 - PRODUCTS

### 2.1 MATERIALS:

- A. Plants: Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasion of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.
1. All plant material shall be "Florida No.1", or better.
  2. Dig balled and burlapped plants with firm, natural balls of earth of diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.
  3. Container-grown stock: Grown in container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
    - a. No plants shall be loose in the container.
    - b. Container stock shall not be pot bound.
  4. Trees with included bark will not be accepted. Trees shall have a minimum of five (5) feet of trunk free from branching, unless otherwise specified.
  5. Sanding of palm tree trunks will not be accepted. Palm tree fronds shall be tied up to protect bud from stress and damage. All palm trees shall have a minimum rootball size of 36" in diameter.

FronDS shall be tied with a material that will decompose naturally. DO NOT HURRICANE CUT PALMS. TRIM FRONDS ONLY.
  6. Plants planted in rows shall be matched in form.
  7. Plants larger than those specified in the plant list may be used when acceptable to the owner's representative.
    - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
  8. The height of the trees, measured from the crown of the roots to the average

height of the top of the tree, shall not be less than the minimum size designated in the plant list. Container size designated, if any, shall be minimum size required.

9. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
10. Height and spread requirements, of shrub and groundcover material, indicated in the plant list shall prevail over container size indicated, unless otherwise specified.
11. Shrubs and small plants shall conform to the following standards:
  - a. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
  - b. Single stemmed or thin plants will not be accepted.
  - c. Side branches shall be generous, well-twigged, and the plant as a whole well-bushed to the ground, unless otherwise specified.
  - d. Plants shall be in a vigorous condition, free from dead wood, bruises, or other root or branch injuries.
12. Any plant material showing signs of shock will be judged on a case by case basis for acceptance or rejection.

## 2.2 ACCESSORIES:

- A. Refer to drawings and other portions of specifications for accessories specifically used on this project.
- B. Topsoil for Planting Beds: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with acidity range between pH 5.5 and 6.5. Mixture 50% coarse native sand and 50% peat as specified.
  1. Expressly identify source location of topsoil and/or peat proposed for use on the project.
  2. Provide topsoil free of substances harmful to the plant material. Topsoil shall be sterilized.
- C. Peat: Brown to black in color, sterile, weed and seed free granulated raw peat, containing not more than 9% mineral on a dry basis.
- D. Fertilizer shall be 'Agriform' 20-10-5 application per drawings sheet LD-6.
- E. Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.
- F. Mulch shall be **mini pine bark nuggets**. Mulch shall be spread at minimum of two (2) inches deep and maximum of four (4) inches deep or as otherwise noted.
- G. Water: Free of substances harmful to plant growth. Water shall contain less than 300 ppm soluble salts and less than 10 ppm chlorine, fluoride and sodium. Hoses or other

methods of transportation furnished by Contractor. Contractor shall furnish water supply from an acceptable source. Acceptable sources: deep wells, municipal potable supply and treated wastewater.

- H. Guys: All trees shall be secured with Tree Staple TS48 by Tree Staple, Inc., three per tree.
- I. Pre-emergent weed killer: Apply 2: granular "Chipco" Ronstar or approved equal, at a rate recommended by manufacturer.
- J. Palm Tree staking: Palm trees will be staked per drawing detail.

### PART 3 - EXECUTION

#### 3.1 INSPECTION:

Contractor shall examine proposed planting areas and conditions for installation. Do not start planting work until unsatisfactory conditions are corrected.

#### 3.2 PREPARATION:

- A. Time of planting.
  - 1. Deciduous material: If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to planting operation.
- B. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- C. Layout of individual tree locations shall be performed by the awarded contractor prior to starting work at each site. Give 48 hour notice of need for inspection and approval by City of Tampa's representative. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected. Verify locations of existing utilities.
- D. Excavate circular plant pits with vertical sides. Provide shrub pits at least 12" greater than the diameter of the root system and 3 times greater than diameter of rootball for trees. Depth of pit shall accommodate the root system. Remove excavated materials from the site immediately.
- E. Provide pre-mixed planting mixture for use around the balls and roots of the plants consisting of ½ topsoil, ½ indigenous soil and 1/2 lb. plant fertilizer as specified, for each cu. yd. of mixture.
- F. Palm trees with clear trunk greater than six (6) feet in height shall be backfilled with soil indigenous to site.

#### 3.3 INSTALLATION:

- A. Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material 2"-3" above the finish grade. No filling will be permitted around trunks or stems. Backfill the pit with planting mixture until approximately 2/3 full,

then water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Do not use muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

After balled and burlapped plants are set, place soil mixture around bases of balls and fill all voids.

1. Remove all burlap, ropes, and wires from the tops of balls.
- B. Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 4' of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed or curb line.
- C. Apply anti-desiccant using power spray to provide adequate film over trunks, branches, stems, twigs and foliage.
- D. Mulch:
  1. Apply pre-emergent weed killer over grade prior to mulching, as specified by City of Tampa representative. Use rates recommended for specified product.
  2. Mulch tree, shrub planting pits and shrub beds with required mulching material 3" deep or as otherwise noted immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.
- E. Staking/Guying:
  1. Guy all trees over 2" in caliber immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions which may effect tree survival or appearance occur, the City of Tampa representative may require immediate staking/guying.
  2. Brace all palm trees per detail on drawings.
  3. All work shall be acceptable to the owner's representative.
- F. Pruning:
  1. Prune branches of B&B stock, prior to transplanting, to balance the loss of roots and preserve the natural character appropriate to the particular plant requirements. In general, remove 1/4 to 1/3 of the leaf bearing buds, proportion shall in all cases be acceptable to the owner's representative. Remove or cut back broken, damaged, and unsymmetrical growth of new wood. Prune trees to retain required height and spread. Do not cut structural branches. Required sizes are the size after pruning.
  2. Multiple leader plants: Preserve the leader which will best promote the symmetry of the plant. Cut branches at branch collars.
- G. Care of Existing Trees:
  1. All existing trees, if any, shall be protected through the duration of this project as outlined in the Tree Protection Standards of the City of Temple Terrace Site

Clearing Ordinance. These requirements and those attached at the end of this section are available in the City Hall Annex Building, Duplication office for a fee.

H. Tree Relocation:

1. Tree relocation shall be performed under the supervision of the City Arborist.

3.4 MAINTENANCE:

- A. Begin maintenance immediately after planting. Maintain all plant material until final acceptance and for an establishment period of ninety (90) days after final acceptance.
- B. Maintenance shall include but is not limited to pruning, cultivating, mowing, weeding, fertilizing, watering, and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease.
  1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
  2. Tighten and repair guys and stakes as required.
  2. Correct defective work immediately after deficiencies become apparent and weather permits.
  4. In addition to irrigation system or if no system exists, water trees every other day saturating the soil to depth of three (3) feet for the first two (2) weeks. If no irrigation system exists, water plant material per the following schedule:

1-30 days - water every other day, saturating the soil to a depth of 3 feet.

30-90 days - water twice a week, saturating the soil to a depth of three (3) feet.

90-365 days - water once a week, saturating the soil to a depth of three (3) feet.

Quantity of water applied should be adjusted in accordance to rainfall.

3.5 ACCEPTANCE:

- A. Inspection to determine acceptance of planted areas will be made by the City of Tampa representative upon Contractor's request. Provide notification at least 5 working days before requested inspection date.
  1. Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.
- B. The City of Tampa representative will prepare a "punch list" of those items which must be corrected before reinspection for final acceptance. The City of Tampa representative will determine an appropriate time period in which punchlist items must be corrected. Provide 48 hour notification of need for reinspection.
- C. The owner will assume plant maintenance ninety (90) days after final acceptance, at

which time, the contractor shall request a final maintenance inspection for acceptance, where requirements as stated in 3.5 apply.

3.6 WARRANTY:

- A. Warrant plant material to remain alive and be in healthy, vigorous condition for a period of 6 months after completion and final acceptance of entire project.
- B. Replace, in accordance with the drawings and specifications, all plants that are dead or as determined by the City of Tampa representative to be in an unhealthy or unsightly condition, and have lost their natural shape due to contractor's negligence. The cost of such replacement(s) is at Contractor's expense. Warrant all replacement plants for six months after final acceptance.
- C. Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, freezing, rains, lightning storms or winds over 75 miles per hour, winter kill caused by extreme cold and severe winter conditions not typical of planting area; acts of vandalism or negligence on the part of the owner.
- D. Remove and replace immediately all plants found to be dead or in unhealthy condition as determined by City of Tampa representative at any time during warranty period. Make replacements within four (4) weeks of notification.
  - 1. An inspection will be conducted at the end of the warranty period. Contractor will replace any plants found to be dead or in poor condition at this time within four (4) weeks of inspection. Contractor will also remove any tree bracing or guying determined by the city representative to be unnecessary at this point in the trees development.

3.7 CLEANING:

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Do not leave on site over night, unless arrangements have been made to do so with the City of Tampa representative. Coordinate with City Representative on site storage of debris and/or trash. Repair all damage resulting from bore, irrigation and planting operations.

3.8. Payment shall be made under:

Item No. 580-1-2	Landscape Complete-Large Plants	LS
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END OF SECTION

**SECTION 715  
LIGHT POLES**

Refer to drawings for details. Payment shall be made under:  
Item No. 715-999

EA

**SECTION 998  
HISTORIC MEMORABILIA**

Refer to drawings for details. Payment shall be made under:  
Item No. 998-1

LS

**WATER CONTRACT PAY ITEMS**

**C1.00 General**

The Contractor shall receive and accept the compensation provided in the Proposal and the Agreement as full payment for furnishing all materials and all labor, tools and equipment, for performing all operations necessary to complete the work under the Agreement, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the 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. Verification of pipe elevation as stated in Section 8 of the General Provisions and Section S-23.01 the Specific Provisions;
22. Repair of private irrigation systems damaged during construction;
23. Maintaining red-line drawings of changes to construction plans, to be submitted for FDEP clearance;
24. 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 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;
1. Field locating all utilities to confirm horizontal and vertical location in areas of possible conflict;
2. Furnishing all labor equipment and materials to excavate the trench;
3. Maintaining the trench which shall include dewatering and sheeting and bracing as required by OSHA or as directed by the Engineer standards unless specifically provided for in a pay item;
4. Cleaning dirt and foreign material from within pipe and bell;
5. Beveling field-cut joints and pipe shorts;
6. Furnishing and installing EPDM gaskets for all DIP;
7. Furnishing and installing Department approved pipe and any pipe shorts as part of the pipeline;

8. Furnishing and installing Department approved pipe in casing pipe when shown on the plans;
9. 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);
10. Furnishing and installing blue for polyethylene encasement per standard detail 2.05;
11. Furnishing and installing 6-inch nominal diameter ductile iron pipe at various depths;
12. Cleaning up and removing excess water main pipe and appurtenances;
13. Pressure testing the water main pipe;
14. Furnishing and installing temporary pipe short's valves and bends for full port flushing;
15. Furnishing and installing valve location protection devices per Standard Detail 3.05 whenever needed to keep valve locations visible;
16. Disinfecting the water main pipe and bacteriological testing;
17. 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;
18. 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>
2107W	Furnish and install 10" ductile iron pipe w/ Polywrap	LF

**C2.50 REMOVAL & ABANDONMENT OF PIPE**

The Contractor shall provide all labor, equipment and materials to remove the abandoned pipeline and appurtenances (such as valves, fittings, and other materials) as designated on the plans or directed by the Engineer.

The removal of the abandoned pipe shall include, but may not be limited to:

1. Furnishing all equipment, labor, tools and equipment to excavate the trench;
2. Maintaining the trench;
3. Removing the abandoned pipeline and appurtenances;
4. Furnishing and installing grout to plug any abandoned open-end pipe;
5. Furnishing and installing a cap or plug and restrain adequately to withstand a working pressure of 150 psi, on all in-service open end pipe;
6. Transporting the removed pipe and appurtenances, without delay, to a location designated by the Engineer;
7. Unloading the removed pipeline and appurtenances at the designated location;
8. Cutting of any existing pipe to accommodate abandonment;
9. Backfilling and compacting the trench;
10. Cleaning up and restoring the job site which shall include re-grading the terrain; and
11. Removing and legally disposing of all waste materials.

Payment shall be made based on the size and horizontal distance in linear feet of pipeline removed measured along the top centerline. At the Department's option, all abandoned pipe and appurtenances shall remain the property of the Department. If the Department opts not to remain owner of the removed facilities, then the Contractor shall remove and properly dispose of the facilities at his expense.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
2501W	Remove 4" - 12" diameter abandoned pipe	LF

**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>
3003W	Furnish & install 10" wedge-action or flange restraints	EA
3043W	Furnish & install 10" bell or mechanical joint restraints on existing pipe	EA
3073W	Furnish 10-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>
4013W	Furnish and install 10" DIP MJ Bend, Sleeve (Polywrapped) & Restraints	EA

**C6.10 Line Stops**

The Contractor shall furnish all labor, equipment, tools and materials to install line stops on existing water mains.

The line stop installation shall include but is not 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 the line stop;
4. Furnishing and installing polywrap on line stop appurtenances remaining on the pipe after the line stop is removed;
5. Furnishing and installing reverse dead-man restraint with split wedge action restraints as shown in Standard 2.11
6. Compacting soil in trench around dead-man and line stop to a minimum 90% modified proctor density;
7. Excavating the trench to remove line stop;
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 made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
6206W	F&I 10" Line Stop on Existing Water Main	EA

**C9.90 Exploratory Pits**

The Contractor shall provide all labor, materials and equipment to excavate exploratory pits at locations designated on the plans or as directed by the Engineer **for the sole purpose of locating existing water lines. This item shall not be used to locate utilities other than water lines.** Payment for the location of utilities other than water lines shall be included in other applicable pay items with no separate compensation.

Additional exploratory pits shall only be allowed, when agreed by the Engineer, to locate water main(s) in areas where uncertainty of pipe location is high, or where its location is (or might be) critical – based on other known utilities in the area. Exploratory pits shall not be allowed at every connection point between existing and new pipe, or at every suspected crossing with another utility, and shall generally be limited to one (1) per 1,000 LF, or per four (4) consecutive blocks, or per three

(3) adjacent plan sheets. The excavation of the exploratory pits shall include, but may not be limited to:

1. Excavating the pits;
2. Maintaining the pits that include sheeting and bracing or dewatering as may be required or as directed by the Engineer;
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>
9900W	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>
9910W	Valve Box Adjustment or Removal	EA