

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

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

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

CITY OF  
TAMPA, FLORIDA

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

FOR

**Contract 19-C-00013**

# **Lowry Park and Davis Island Seaplane Basin Park Dock Improvements**

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

DECEMBER 2018

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

\*\*\*\*\*

**BID NOTICE MEMO**

\*\*\*\*\*

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

\*\*\*\*\*

**CONTRACT NO.:** 19-C-00013: Lowry Park and Davis Island Seaplane Basin Park Dock Improvements

**BID OPENING:** 1:30PM, Tuesday, January 15, 2018 **ESTIMATE:** \$700,000 **SCOPE:** The project comprises replacement of the docks and boardwalks at Lowry Park and Davis Islands Seaplane Basin Park. The work includes dredging and demolition of existing docks, boardwalks, landside sidewalks, piles and installation of all new materials and required signage, with all associated work required for a complete project in accordance with the Contract Documents. **PRE-BID CONFERENCE:** 3:00PM, Tuesday, December 18, 2018. Attendance is not mandatory, but recommended.

\*\*\*\*\*

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

TABLE OF CONTENTS

BIDDING REQUIREMENTS

Notice to Bidders.....	N-1
Instructions to Bidders .....	I-1a thru I-4
Insurance Requirements .....	INS-1 thru INS-2
MBD Form 70.....	MBD Form-70
U-WMBE / SLBE Availability Contact List .....	ACL-1
Availability Contact List Instructions .....	ACLI-1

BID FORMS

Proposal.....	P-1 thru P-4
Good Faith Efforts Compliance Plan.....	GFCEP
SLBE Solicited .....	DMI – Solicited
SLBE Utilized.....	DMI – Utilized
Bid Bond.....	BB-1

CONTRACT FORMS

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

GENERAL PROVISIONS

General Provisions .....	G-1 thru G-10
Specific Provisions.....	SP-1- thru SP-5
Subcontractors Payment Form.....	DMI – Payments
Project Sign.....	Sign-1 thru Sign-2

SPECIFICATION

WORKMANSHIP AND MATERIALS

Section 05 60 00 - Gangway System Aluminum Fabrications .....	056000-1
Section 06 13 33 - Timberwork.....	061333-1
Section 06 90 00 - Fiber Reinforced Polymer (FRP) Composite Sheet Piles .....	069000-1
Section 31 62 19 - Wood Marine Piles .....	316219-1
Section 35 20 23 - Dredging.....	352023-1
Section 35 51 13 - Floating Dock Systems .....	355113-1
Section 35 51 14 - Aluminum Floating Dock Systems.....	355114-1

PERMITS

EPC-PTB.....	18-003
USACE .....	SAJ-1987-00465

NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA  
19-C-00013 Lowry Park and Davis Island Seaplane Basin Park Dock Improvements

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., January 15, 2019, in the 4<sup>th</sup> Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, replacement of the docks and boardwalks at Lowry Park and Davis Islands Seaplane Basin Park. The work includes dredging and demolition of existing docks, boardwalks, landside sidewalks, piles and installation of all new materials and required signage 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 «PROJECTLOWER» 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 365 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, to wit; \$700,000.00. The award may be prioritized on the basis of the base bid, alternate 1, alternate 2, alternates 3, or as total bid as 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**  
2.2 % **U-WMBE/SLBE Combined (EBO Program)**  
*per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE) together with City-certified SLBEs*  
\_\_\_\_\_% **WMBE/SLBE ASPIRATIONAL (EBO Program)** An all-inclusive SLBE/WMBE goal; any City certified firm counts towards goal attainment.

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

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

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



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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

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

I-1.13 AGREEMENT

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

Add the following:

Article 2.05 CITY’S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

**SECTION 5 – SUBCONTRACTS AND ASSIGNMENTS**, Article 5.01, Page A-7, last paragraph:  
Change “...twenty-five (25) percent...” to “...fifty-one (51) percent...”

**SECTION 8 – CONTRACTOR’S EMPLOYEES**, Article 8.03, Page A-9, delete Article 8.03 in its entirety and  
Replace with the following new article:

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

ARTICLE 11.03 INTENTIONALLY OMITTED.

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

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

I-1.16 PAYMENT DISPUTE RESOLUTION

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

I-1.17 SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

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

# INSTRUCTIONS TO BIDDERS

## SECTION 2 GENERAL INSTRUCTIONS

### I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

### I-2.03 ADDENDA AND INTERPRETATIONS

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

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

### I-2.04 BID SECURITY

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

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

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

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

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

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

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

#### I-2.05 LAWS AND REGULATIONS

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

#### I-2.06 PUBLIC CONSTRUCTION BOND

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

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

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

Bidders who are nonresident corporations shall furnish to the City a

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

#### I-2.08 REJECTION OF PROPOSALS

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

#### I-2.09 QUANTITIES ESTIMATED ONLY

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

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

#### I-2.10 COMPARISON OF PROPOSALS

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

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

#### I-2.11 BASIS OF AWARD

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

#### I-2.12 INSURANCE REQUIRED

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

#### I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

#### I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

#### I-2.15 LABOR STANDARDS

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

#### I-2.16 NOTICE TO LABOR UNIONS

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

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

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

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

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

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

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

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

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

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

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

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

#### I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

## CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

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

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

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

#### Policy

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

#### Index

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

#### Industry Categories

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

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

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

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

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

#### MBD Form-70

**Lowry Park and Davis Island Seaplane Basin Park Dock Improvements**  
**Project #19-C-00013**  
**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
1	Denson Construction Inc.	863-709-1001	863-709-1071	pete@denson-construction.com	4270 HOLDEN ROAD	LAKELAND	FL	33811	Sidewalk	993571944	MBE	African American
1	Excel 4 LLC	813-433-3486	813-433-3486	excel4llc@yahoo.com	318 N. John Young Parkway Suite #6	Kissimmee	FL	34741	Sidewalk	454149326	MBE	African American
1	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Sidewalk	992345574	MBE	African American
4	Denson Construction Inc.	863-709-1001	863-709-1071	pete@denson-construction.com	4270 HOLDEN ROAD	LAKELAND	FL	33811	Concrete Abutments	993571944	MBE	African American
4	Excel 4 LLC	813-433-3486	813-433-3486	excel4llc@yahoo.com	318 N. John Young Parkway Suite #6	Kissimmee	FL	34741	Concrete Abutments	454149326	MBE	African American
4	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Concrete Abutments	992345574	MBE	African American
5	Denson Construction Inc.	863-709-1001	863-709-1071	pete@denson-construction.com	4270 HOLDEN ROAD	LAKELAND	FL	33811	Curb	993571944	MBE	African American
5	Excel 4 LLC	813-433-3486	813-433-3486	excel4llc@yahoo.com	318 N. John Young Parkway Suite #6	Kissimmee	FL	34741	Curb	454149326	MBE	African American
5	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Curb	992345574	MBE	African American

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



Instructions Regarding Use of the WMBE/SLBE Availability Contact List

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

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

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

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.

19-C-00013 Lowry Park and Davis Island Seaplane Basin Park Dock Improvements

Contract Item No.	Estimated Quantity	Description and Price in Words	Computed Total Price for Item in Figures
BASE BID	LS	<p>The work comprises the furnishing of all labor, equipment, and material for the replacement of the docks at Davis Islands Seaplane Basin Park including dredging and demolition of existing docks, landside sidewalks, piles and installation of all new materials and required signage, a \$35,000 allowance as listed in SP - 60, and with all associated work required for a complete project in accordance with the Contract Documents.</p>	<p>_____ dollars and _____ cents LS \$ _____</p>
ALTERNATE No. 1	LS	<p>The work comprises the furnishing of all labor, equipment, and material for the replacement of the boardwalks at Lowry Park including demolition of existing, boardwalk, landside sidewalks, piles and installation of all new materials and required signage, a \$20,000 allowance as listed in SP - 60, and with all associated work required for a complete project in accordance with the Contract Documents.</p>	<p>_____ dollars and _____ cents LS \$ _____</p>

Contract Item No.	Estimated Quantity	Description and Price in Words	Computed Total Price for Item in Figures
ALTERNATE No. 2	LS	<p>The work comprises the furnishing of all labor, equipment, and material for the replacement of the Lowry Park North Dock including demolition of existing docks, landside sidewalks, piles and installation of all new materials and required signage, a \$20,000 allowance as listed in SP - 60, and with all associated work required for a complete project in accordance with the Contract Documents.</p>	<p>_____ dollars                      and _____ cents                      LS \$ _____</p>
ALTERNATE No. 3	LS	<p>The work comprises the furnishing of all labor, equipment, and material for the replacement of the Lowry Park South Dock including demolition of existing docks, landside sidewalks, piles and installation of all new materials and required signage, a \$20,000 allowance as listed in SP - 60, and with all associated work required for a complete project in accordance with the Contract Documents.</p>	<p>_____ dollars                      and _____ cents                      LS \$ _____</p>

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  
19-C-00013 Lowry Park and Davis Island Seaplane Basin Park Dock Improvements

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-00013 Lowry Park and Davis Island Seaplane Basin Park Dock Improvements.

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-00013 in accordance with your Proposal dated \_\_\_\_\_, amounting to a total of \$\_\_\_\_\_ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

THIS AGREEMENT, made and entered into in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Tampa, Florida, hereinafter called the City, and Lowry Park and Davis Island Seaplane Basin Park Dock Improvements hereinafter called the Contractor.

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

Contract 19-C-00013; Lowry Park and Davis Island Seaplane Basin Park Dock Improvements, shall include, but not be limited to, replacement of the docks and boardwalks at Lowry Park and Davis Islands Seaplane Basin Park. The work includes dredging and demolition of existing docks, boardwalks, landside sidewalks, piles and installation of all new materials and required signage 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 or 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

«CONTRACTORUPPER»  
Contractor

By: \_\_\_\_\_  
«CONTACT»  
(SEAL)

Title: «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.

\*\*\*\*\*

## SPECIFIC PROVISIONS

### SP-1 Scope

The work included under these Contract Documents comprises the Lowry Park and Davis Island Seaplane Basin Park Dock Improvements in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications and all miscellaneous and appurtenant work.

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

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

### SP-2 Permits

The Contractor shall obtain permit authorization from Federal Aviation Agency FAA for work at Davis Island Seaplane Basin Docks, including any fees.

The Contractor shall obtain all permits required to comply the United States Coast Guard for maintenance of marine traffic.

The Contractor shall require all subcontractors to be currently licensed by the City to perform the proposed work in their respective fields and to obtain permits for the execution of said work. All work shall be performed in accordance with the licenses, permits and the requirements of the current Building and Construction Regulations Chapter of the City of Tampa Code. As well as the Army Core of Engineers, the Florida Department of Environmental Protection and Environmental Protection as applicable.

### SP-6 Environmental Protection

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

### SP-7 Use of Explosives

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

### SP-8 Construction Start

Construction will not begin prior to receipt by the City of the required permits. If issuance of the Notice to Proceed is delayed due to permit acquisition, the contract time will be extended to suit, but no extra payment will be made to the Contractor.

### SP-9 Coordination and Cooperation

In performing work under this Contract, the Contractor shall coordinate his work with that of any adjacent contractors for the City, and others, and cooperate with them in every reasonable way, to the end that there shall be the minimum practicable interference with their operations. The contractor must consider multiple mobilizations may occur due to City activities that may require work stoppages at Lowry Park and Davis Island Docks such as Gasparilla.

### SP-12 Releasing Facilities for Use

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

### SP-13 Material and Equipment Approval

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

### SP-14 Contractor Emergency Response Time

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

### SP-15 Contractor's Field Office

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

### SP-16 Salvage

All existing materials removed by the Contractor shall become the property of the Contractor and shall be removed from the site of the work to the Contractor's own place of disposal.

The cost of removing, disposing, and unloading as salvage any items or appurtenances shall be included in the various classified unit price Contract Items or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

### SP-17 Sequence of Operations

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

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

### SP-20 Project Sign

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

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

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

### SP-23 Project Cleanup

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

### SP-60 Contingent Items

The Contractor shall include a Thirty Five Thousand Dollar (\$35,000) contingency sum for the Base Bid and a Twenty Thousand Dollar (\$20,000) contingency sum for each Alternate No 1, No. 2, and No. 3 as part of the total bid amount for this contract. The contingencies are for the purpose of compensating the Contractor for any incidental work that may arise as construction operations proceed and was not addressed as part of the original work portrayed in the Plans and Specifications.

Each contingency sum is an upset limit. Any amount of contingency shall be paid only after negotiation.

### SP-71.C Contractor Qualifications

The Contractor performing the work shall be licensed /certified in the State of Florida. The Contractor shall be thoroughly experienced with, and regularly engaged in, the demolition, installation, and repair of docks and boardwalks. Must provide evidence of prior work experiences that include compliance with Army Core of Engineers (ACOE), Port of Tampa Bay and DEP/EPC work requirements per permits.

The Contractor must have all required state licenses to request, process, obtain approval and eventual closure of a FAA permit for the construction activities at the Davis Island docks, including covering any fees.

The Contractor shall provide the City with evidence demonstrating at least five (5) years of successful projects of similar complexity, content and scope. Contractor shall supply the City with references of local agency and clients that will attest to the Contractor's work experience and installations.

### SP-73 Work Directive Change

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

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

#### SP-91 Project Photographs

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

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

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

The Contractor shall provide the City of Tampa with one (1) hardcopy and (1) electronic high resolution color PDF copy of "As-Built" plans. Plan sheets shall have all deviations from original design annotated in red pencil to clearly show as-built conditions. Relocation of existing facilities and utilities must be clearly noted.

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

#### SP-130 SAFETY:

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

Suggest, all Contractors employees and sub-contractors be given a copy of SP-130.

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

At the Pre-Construction meeting, the Contractor will be given pertinent safety related information, necessary forms and instructions that pertain to any work that might be utilized during the contract. The Contractor shall be responsible to disseminate that information to their employees and sub-contractors. Special care shall be taken by the Contractor to ensure that any new employee or sub-contractor to the work site shall be briefed on these safety instructions.

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

B. Incident Reporting: All accidents that result in personal injury, illness or property damage shall be immediately reported and investigated, regardless of the extent of injury, illness or property damage. Employees must report accidents within one hour (or as soon as practical) from the time of occurrence to

their immediate supervisor who in turn will report it to the City's inspector. The City inspector will record the incident in their daily report and report it to the Risk Management Division (274-5708).

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

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

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

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

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

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

H. Sparks: Any activity lasting more than 10 continuous minutes, that creates sparks, such as grinding or chipping shall have a dedicated fire watch in attendance. A current, portable, fully charged fire extinguisher shall be located with each activity creating sparks, regardless if a fire watch is required or not.

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

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

\* \* \*



**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**

1 **Building a Better Tampa**

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

3 \$1.5 Million investment  
Scheduled for completion in October, 2012

4 Orion Marine  
Construction, Inc.

City of Tampa  
Florida

Mayor Bob Buckhorn

Project Contact:  
Don Cermeno  
Contract Administration  
City of Tampa  
Don.Cermeno@tampagov.net

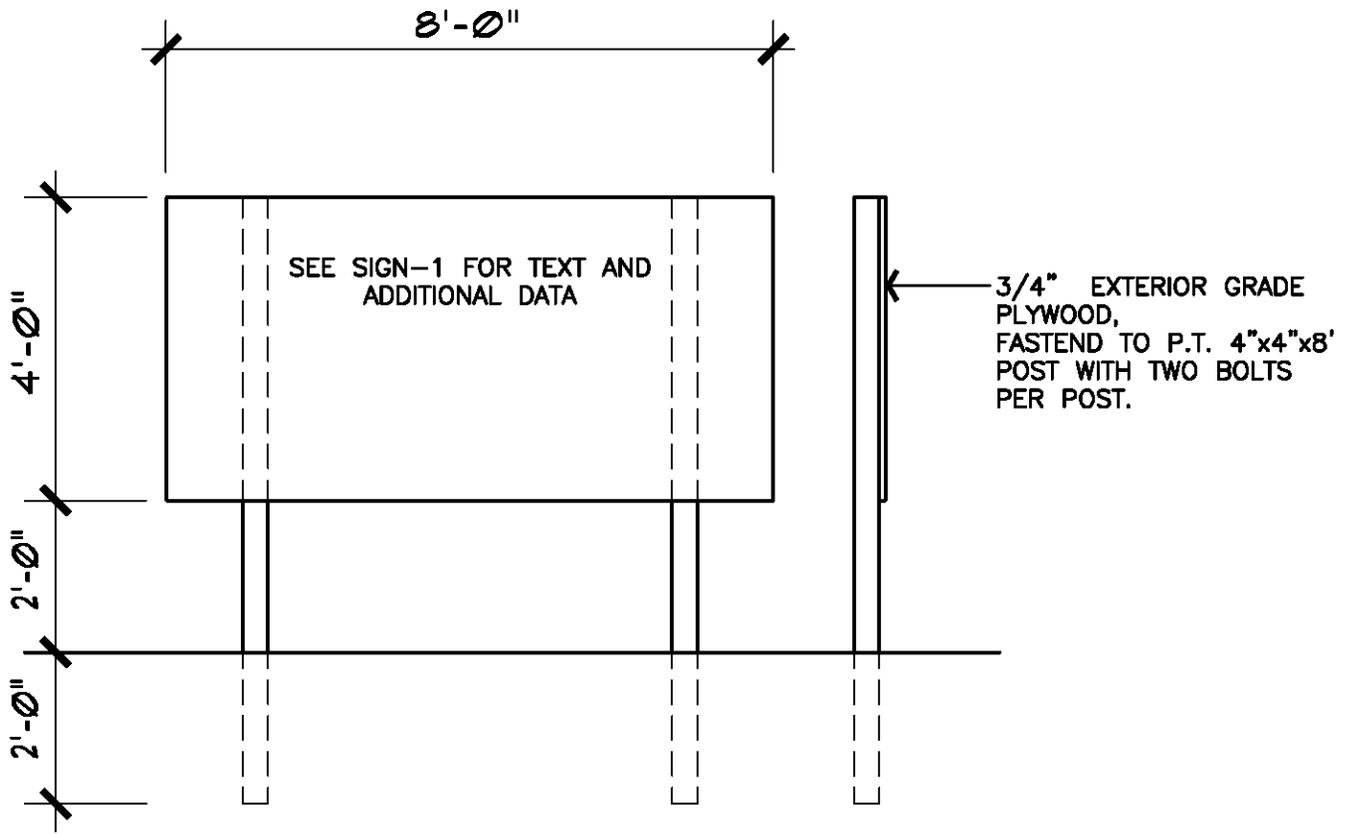
For information call:  
(813) 635-3400

**Colors**  
Blue: Sherwin Williams Naval SW6244  
Green: Sherwin Williams Center Stage SW6920  
White: Sherwin Williams Pure White SW7005

**Font**  
Franklin Gothic

**SIGN EXAMPLE ONLY GRAPHIC TO BE DEVELOPED BY CONTRACTOR**

scale: 3"  3"



**SECTION 05 60 00 - GANGWAY SYSTEM ALUMINIM FABRICATIONS****PART 1 - GENERAL****1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

**AMERICAN WELDING SOCIETY (AWS)**

AWS D1.2 (2014) Structural Welding Code - Aluminum

**AMERICAN SOCIETY FOR TESTING & MATERIALS (ASTM)**

ASTM A276 (2015) Stainless Steel Bars and Shapes

ASTM A666 (2010) Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar

ASTM B221 (2014) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes

ASTM B308 (2010) Aluminum-Alloy 6061-T6 Standard Structural Profiles

ASTM D4976 (2012a) Polyethylene Plastics Molding and Extrusion Materials

ASTM F436 (2011) Hardened Steel Washers

ASTM F593 (2013a) Stainless Steel Bolts, Hex Cap Screws, and Studs

ASTM F594 (2009e1) Stainless Steel Nuts

**GENERAL DESIGN STANDARDS**

Marina United Facilities Criteria (UFC) 4-157-07 "Design Small Craft Berthing Facilities"

Safety Division of Occupational Safety and Health (OSHA) – Various Publications

Steel American Institute of Steel Construction (AISC) "Steel Construction Manual – 13th Edition"

Aluminum The Aluminum Association, Inc. (AA) "Aluminum Design Manual"

**1.2 SYSTEM DESCRIPTION**

- A. Scope of Work: This Section consists of furnishing transportation, labor, materials, and equipment to design, fabricate and install the aluminum gangways and associated appurtenances. All components shall be considered to be part of the "gangway system".

**1.3 DESIGN REQUIREMENTS**

- A. Information presented in this Section is based upon the best estimate of those environmental and physical factors which reasonably can be expected to affect the design, performance, and durability of the proposed gangway systems. These criteria shall be considered as minimum requirements. Final calculations for the gangway systems, including all structural components of the systems, shall be designed for a minimum fifty-year life expectancy.

- B. Final calculations shall demonstrate that the gangways are designed to withstand the required loading without damage throughout the specified design life using the criteria specified in this Section as a minimum standard. The load combinations and allowable stresses are described herein.
- C. The project drawings show general layout and configuration of the gangway systems as well as required dimensions. Complete dimensions, which conform to these requirements, specific site conditions, and OSHA Regulations will be required from the fabricator.
- D. The vertical design load shall be the combination of the dead weight of the structure and either live load Case A or Case B, whichever governs.
  - 1. Case A shall be a uniform live load of 50 pounds per square foot (psf) of deck surface area to be applied to the gangways.
  - 2. Case B shall be a concentrated live load of 400 pounds applied anywhere on the deck surface.
- E. The maximum allowable deflection under the vertical design load shall equal the span divided by 240.
- F. The deck and structural components shall be designed with a minimum safety factor on working stress as specified in AA "Aluminum Design Manual" for bridge type structures. For non-aluminum structural components, similar safety factors shall apply.
- G. The horizontal design load shall be a uniform wind load of 20 psf of profile area. The horizontal design load shall be applied in combination with the dead weight.
- H. Design shall also consider stresses resulting from handling and installation, and provide notations on how to lift, unload and set in place.
- I. The gangway systems design shall be coordinated with the float dock systems design. Provide sufficient flotation to support the superimposed load of the gangway plus any appurtenances to maintain required freeboard.
- J. The completed gangway systems shall have a manufacturer's label plate attached in a conspicuous location. This label plate shall be aluminum, brass or stainless steel. The following information shall be stamped or etched into this plate in letters not less than 1/4 inch high filled with black enamel:
  - 1. Manufacturer's Name
  - 2. Date of Manufacture
  - 3. Overall Length
  - 4. Capacity (maximum live load)
- K. The walking surface shall be provided with a non-skid surface.
- L. The gangway systems shall have a guardrail on each side of the walking surface (not including the toe plate), designed in accordance with OSHA requirements. The rails shall be fabricated of aluminum pipe or tubing.
- M. The gangway systems shall be designed to withstand float motions including a vertical change in elevation due to water level fluctuation as indicated on the project drawings and horizontal drift without structure interference or overstress, including fatigue of gangway members and supports.

- N. The gangway toe plate shall make a smooth, gap-free transition between the gangway walking surface and the float. The toe plate shall be a minimum 1/4 inch material with a non-skid surface and shall be attached to the gangway by means of a continuous pipe hinge. The plate shall be the full width of the gangway and have a maximum slope not exceeding the maximum slope of the gangway.
- O. Wheels shall be installed at the float end of the gangway. The wheels shall have an allowable load rating greater than that required by the design loads. The gangway design shall allow the wheels to be supported by the floating dock at all times regardless of float motions.
- P. The gangway hinge shall be supported by the landing platform (at fixed piers). The hinge shall be designed to permit rotation of the gangway in both the vertical direction and the horizontal direction due to lateral loads on the float and shall accommodate float motions for all environmental conditions.
- Q. The gangway hinge shall make a smooth, gap-free transition between the gangway walking surface and the landing platform. The hinge cover plate shall be a minimum 1/4 inch material with a non-skid surface and shall be attached to the gangway by means of a continuous pipe hinge. The plate shall be the full width of the gangway.
- R. The gangway system shall conform in all respects to design requirements of OSHA rules for marinas and local codes as applicable.

#### 1.4 SUBMITTALS

The following shall be submitted to the Owner's Engineer for approval:

##### A. SD-02 Shop Drawings

###### 1. Gangway Systems

Prior to ordering materials, or starting fabrication of the gangway systems, submit shop drawings signed and sealed by a registered Professional Engineer in the State of Florida. The shop drawings shall indicate the proposed gangway system construction and connection details, and methods for attaching to the fixed piers. Submit shop drawings for all fabricated items and catalog sheets for all standard manufactured items that are to be incorporated into the gangway system.

##### B. SD-05 Design Data

###### 1. Design Computations

Prior to ordering materials or starting fabrication of the gangway systems, submit final design calculations signed and sealed by a registered Professional Engineer in the State of Florida. The calculations shall demonstrate that the gangway system, using the criteria specified herein as minimum requirements, is designed to withstand the specified loads without damage throughout the design life of the gangway system.

#### 1.5 1.5 WARRANTY

The gangway systems shall carry a manufacturer's written warranty against defects in materials and workmanship with a minimum term of one (1) year from date of project acceptance. The warranty shall clearly state its conditions and any exclusions from coverage.

## **PART 2 - PART 2 PRODUCTS**

2.1 MISCELLANEOUS METAL

- A. Stainless steel hardware shall be Type 304 or 316. Bolts shall be ASTM F593, Group 2. Nuts shall be ASTM F594, Group 2. Flat washers shall be cut from Type 304 or 316 stainless steel plate that conforms to the provisions in ASTM A666.

2.2 GANGWAY SYSTEM

- A. Aluminum shall be alloy 6061-T6 conforming to ASTM B308, or 6063-T6 conforming to the provisions in ASTM B221. Welding of aluminum shall comply with AWS D1.2.
- B. Gangway wheel assembly shall consist of UHMW polyethylene roller, conforming to ASTM D4976. Axle shall be Type 316 stainless steel conforming to the provisions in ASTM A276.

2.3 DISSIMILAR MATERIALS

- A. Where dissimilar metals are in contact, or where aluminum is in contact with concrete, masonry, wet or pressure-treated wood, or absorptive materials subject to wetting, the surfaces shall be protected with a coat of bituminous paint to prevent galvanic action. For bolted connections, a nonconductive UV stabilized marine-grade washer may be used to isolate bolt heads and nuts from dissimilar metals and prevent galvanic action.

**PART 3 - EXECUTION**

3.1 WORKMANSHIP

- A. All work shall conform to the approved shop drawings, project drawings and this specification. Construction details, finishing details and colors shall be consistent throughout. Work shall be accurately set to establish lines and elevations, and securely fastened in place. Cutting, drilling and punching shall produce clean true lines and surfaces. Exposed surfaces of work shall have a smooth finish.

3.2 GANGWAY SYSTEM INSTALLATION

- A. Install in accordance with the manufacturer's instructions. Posts and vertical rails shall be plumb, and line rails level.
- B. Contractor shall furnish all materials and equipment required for gangway system installation. The gangway shall not be dragged or skidded into place.
- C. Contractor shall provide, install and remove when no longer required, all temporary supports used to secure the gangway in place during installation.
- D. With the gangway secured in correct position, mark the location of the wheel guides and fasten in place.
- E. Protect installed products until completion of project.

**-- END OF SECTION -**

**SECTION 06 13 33 - TIMBERWORK**

**PART 1 GENERAL**

**1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.

**AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)**

AWPA C2	(2003) Lumber, Timber, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes
AWPA M4	(2002) Standard for the Care of Preservative-Treated Wood Products
AWPA M6	(2007) Brands Used on Forest Products
AWPA P5	(2009) Standard for Waterborne Preservatives

**AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)**

ANSI B18.2.1	(1996; R 2005) Square and Hex Bolts and Screws (Inch Series)
ANSI B18.2.2	(1996; R 2005) Square and Hex Nuts (Inch Series)
ANSI B18.6.2	(1998) Slotted Head Cap Screws, Square Head Set Screws, and Slotted Headless Set Screws
ANSI B18.6.3	(2010) Machine Screws, Tapping Screws, and Metallic Drive Screws (Inch Series)
ANSI B18.21.1	(1999) Lock Washers (Inch Series)
ANSI B18.22.1	(1975; R 2003) Plain Washers

**ASTM INTERNATIONAL (ASTM)**

ASTM A 36	(2008) Carbon Structural Steel
ASTM A 123	(2009) Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	(2009) Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 307	(2010) Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength

**U.S. DEPARTMENT OF DEFENSE (DOD)**

MIL-P-21035	(1991; Rev B; Notice 2 2003) Paint, High Zinc Dust Content, Galvanizing Repair (Metric)
-------------	---

## 1.2 SUBMITTALS

The following shall be submitted to the Engineer for approval:

### SD-02 Shop Drawings

Pier Timberwork: Submit drawings of treated timber showing dimensions of cut, framed, or bored timbers.

### SD-06 Test Reports

Timber Preservative Inspection

Delivery Inspection List

### SD-07 Certificates

SDS and CIS

## 1.3 DELIVERY, STORAGE, AND HANDLING

Open-stack untreated timber and lumber material on skids at least 12 inches aboveground, in a manner that will prevent warping and allow shedding of water. Close-stack treated timber and lumber material in a manner that will prevent long timbers or preframed material from sagging or becoming crooked. Keep ground under and within 5 feet of such piles free of weeds, rubbish, and combustible materials. Protect materials from weather. Handle treated timber with ropes or chain slings without dropping, breaking outer fibers, bruising, or penetrating surface with tools. Do not use cant dogs, peaveys, hooks, or pike poles. Protect timber and hardware from damage.

## 1.4 QUALITY ASSURANCE

### 1.4.1 SDS and CIS

Provide Material Safety Data Sheets (SDS) and Consumer Information Sheets (CIS) associated with timber pile preservative treatment. Contractor shall comply with all safety precautions indicated on SDS and CIS.

### 1.4.2 Timber Preservative Inspection

Submit the inspection report of an independent inspection agency, for approval by the Owner's Representative that offered products comply with applicable AWWPA Standards. Identify treatment on each piece by the quality mark of an agency accredited by the Board of Review of the American Lumber Standard Committee.

### 1.4.3 Delivery Inspection List

Field inspect and submit a verification list of each treated timber member and each strapped bundle of treated lumber indicating the wording and lettering of the quality control markings, the species and the condition of the wood. Do not incorporate materials damaged in transport from plant to site. Inspect all preservative-treated wood, visually to ensure there are no excessive residual materials or preservative deposits. Material shall be clean and dry or it will be rejected due to environmental concerns.

## PART 2 PRODUCTS

### 2.1 MATERIALS

#### 2.1.1 Solid Sawn Lumber and Timbers

Provide solid sawn lumber and timbers of stress-rated Southern Pine, with a stress rating as indicated, and identified by the grade mark of a recognized association or independent inspection agency using the specific grading requirements of an association recognized as covering the species used. The association or independent inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used.

#### 2.1.2 Preservative Treatment

Fabricate lumber and timbers before preservative treatment. Each piece of treated lumber or timber shall be branded, by the producer, in accordance with AWPA M6. Treat wood to be used in contact with salt water or salt water splash in accordance with AWPA C2 (Material Subject to Marine Borer Exposure) with water-borne preservative. For wood not in contact with salt water or salt water splash, treatment shall be in accordance with AWPA C2 (For Above Ground, Soil Contact or Fresh Water Use) with water-borne preservative (AWPA P5) except that chromated zinc chlorides, pentachlorophenol-ammoniacal systems, and alkyl ammonium compounds will not be allowed. The Contractor shall be responsible for the quality of treated wood products.

#### 2.1.3 Hardware

Bolts with necessary nuts and washers, timber connectors, nails, screws, spikes, and other fastenings. Bolts and nuts shall conform to ASTM A 307. Provide cast-iron ogee, malleable iron washers, or plate or cut washers where indicated. Provide bolts with washers under nut and head. Provide timber connectors and other metal fastenings of type and size shown. Hot-dip galvanize all hardware, unless otherwise noted.

##### 2.1.3.1 Timber Connections

Miscellaneous steel shapes for the connection of the timber members shall be in accordance with ASTM A 36.

##### 2.1.3.2 Lag Screws

ANSI B18.2.1, type and grade best suited for the purpose

##### 2.1.3.3 Bolts, Nuts, and Studs

ANSI B18.2.2 and ASTM A 307 as indicated

##### 2.1.3.4 Screws

ANSI B18.2.1, ANSI B18.6.2, and ANSI B18.6.3

##### 2.1.3.5 Washers

Provide plain washers to conform to ASME B18.22.1. Provide beveled washers for American Standard beams and channels, square or rectangular, tapered in thickness, and smooth. Provide lock washers to conform to ASME B18.21.1.

#### 2.1.4 Zinc Coating

Galvanize steel specified or indicated by the hot-dip process in accordance with ASTM A 123 or ASTM A 153, as applicable.

#### 2.1.5 Painting Galvanized Surfaces

Coat all galvanized connection angles with an approved galvanized duplex system; which includes at a minimum, using zinc rich primer with a black acrylic topcoat. When possible, coat steel within 24 hours after galvanizing; otherwise, follow manufacturer's recommended procedure for preparing galvanized steel for coating.

#### 2.1.5.1 Cleaning and Painting

Prepare surfaces to be painted in accordance with coating manufacturer's recommendations. Wash cleaned surfaces, which become contaminated with rust, dirt, oil, grease, or other contaminants with solvents until thoroughly clean. Apply primer and paint in accordance with manufacturer's printed instructions.

### PART 3 EXECUTION

#### 3.1 CONSTRUCTION

3.1.1 Cut, bevel, and face timbers prior to plant preservative treatment. Provide protective equipment for personnel fabricating, field treating, or handling materials treated with creosote or water-borne salts. Refer to paragraph entitled "SDS and CIS."

#### 3.1.2 Framing

Cut and frame lumber and timber so that joints will fit over contact surface. Secure timbers and piles in alignment. Open joints are unacceptable. Shimming is not allowed. Bore holes for bolts with a bit 1/16 inch larger in diameter than bolt. Bore holes for lag screws in two parts. Make lead hole for shank the same diameter as shank. Make lead hole for the threaded portion approximately two-thirds of the shank diameter. Counter bore for countersinking wherever smooth faces are indicated or specified.

#### 3.1.3 Bracing

Align bents before bracing is placed. Provide bracing of sufficient length to provide a minimum distance of 8 inches between outside bolt and end of brace. Bracing and girts shall bear firmly against piles or timber to which secured. Place fillers to avoid bending the bracing more than 1 inch out of line when bracing bolts or other fastenings are drawn up tight. Built-up fillers will not be permitted. Make filler a single piece of the same treated lumber as that in the brace, with a width of at least 6 inches and a length of at least 12 inches. Bolt ends of bracing through pile, post, or cap with a bolt of at least the indicated diameter. Bolt intersections as indicated.

#### 3.1.4 Caps

Prior to placing caps, prepare tops of piles according to paragraphs entitled, "Field Treatment." Place timber caps to secure bearing over tops of supporting piles and to secure even alignment of their ends.

#### 3.1.5 Stringers

Place crown up and, if possible, the better edge of deck stringers down. Tops of stringers shall not vary from a plane more than will permit bearing of the floor on stringers. Lap stringers to take bearing over full width of cap or floor beam at each end. Break joints if stringers cover two spans. Bolt stringers as indicated. Stringers may be of sufficient length to cover two spans, except on sharp horizontal curves. Between stringers, frame and nail solid-bridging at each end as indicated. Make size and spacing of bridging as indicated.

#### 3.1.6 Decking

Make decking of a single thickness of plank supported by stringers. Unless otherwise indicated, lay plank with heart side down and with tight joints. Spike planks to stringers as indicated. Provide spikes at least 4 inches greater than the thickness of plank. Place spikes at least 2-1/2 inches from edges of the plank. Cut ends of planks parallel to center line of pier. Grade planks as to thickness and lay so that adjacent planks vary less than 1/16 inch.

#### 3.1.7 Fastening

Vertical bolts shall have nuts on the lower end. Where bolts are used to fasten timber to timber or timber to steel, bolt members together when they are installed and retighten immediately prior

to final acceptance of contract. Provide bolts having sufficient additional threading to provide at least 3/8 inch per foot thickness of timber for future retightening. Provide timber connectors of types indicated.

### 3.2 FIELD TREATMENT

#### 3.2.1 Timberwork

Field treat cuts, bevels, notches, refacing and abrasions made in the field in treated piles or timbers in accordance with AWPAs M4, SDS and CIS. Wood preservatives are restricted use pesticides and shall be applied according to applicable standards. Trim cuts and abrasions before field treatment. Paint depressions or openings around bolt holes, joints, or gaps including recesses formed by counterboring, with preservative treatment used for piles or timber; and after bolt or screw is in place, fill with hot pitch or a bitumastic compound.

#### 3.2.2 Piling and Post Protection

In accordance with AWPAs M4, immediately after pile or post tops are cut off and prior to placement of pile cap, protect pile or post top with several heavy applications of the same preservative used to treat the pile or post, or else copper naphthenate solutions containing a minimum of 2 percent copper metal may be used with treated products. Seal ends with a heavy application of coal-tar pitch or other appropriate sealer.

#### 3.2.3 Galvanized Surfaces

Repair and recoat zinc coating which has been field or shop cut, burned by welding, abraded, or otherwise damaged to such an extent as to expose the base metal. Thoroughly clean the damaged areas by wire brushing and remove traces of welding flux and loose or cracked zinc coating prior to painting. Paint cleaned area with two coats of zinc oxide-zinc dust paint conforming to MIL-P-21035. Compound paint with a suitable vehicle in a ratio of one part zinc oxide to four parts zinc dust by weight.

#### 3.2.4 Finishes

Galvanize and paint as indicated herein. Surfaces shall be cleaned per the coating manufacturer's recommendations and painted with a prime coat of zinc rich paint and a top coat of acrylic gloss enamel. The thickness shall be applied per manufacturer's recommendation for a marine environment. Do not clean or paint surfaces when damp or exposed to foggy or rainy weather, when metallic surface temperature is less than 5 degrees F above the dew point of the surrounding air, or when surface temperature is below 45 degrees F or over 95 degrees F, unless approved by the Designer.

**-- End of Section --**

## **SECTION 06 90 00 - FIBER REINFORCED POLYMER (FRP) COMPOSITE SHEET PILES**

### **PART 1 GENERAL**

#### **1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. Unless otherwise indicated, the most recent edition of this publication, including any revisions, shall be used.

##### **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS**

ASTM D 638	(2014) Standard Test Method of Tensile Properties
ASTM D 790	(2010) Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials

##### **FDOT DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

FDOT 973	(2015) Fiber Reinforced Polymer (FRP) Composite Structural Shapes
----------	---

#### **1.2 GENERAL REQUIREMENTS**

This specification provides the minimum technical requirements for the procurement, fabrication, installation, and incidental construction of the steel sheet piles as indicated on the Drawings and specified herein.

#### **1.3 SUBMITTALS**

The following shall be submitted to the Engineer for approval:

##### **1.3.1 Contractor Qualifications**

The proposed steel sheet pile wall system shall be furnished by a firm having a minimum of five (5) years of experience in the installation of similar type units. The sheet pile wall system being proposed for this project shall have been successfully installed for a minimum of three (3) years at another location. All installation shall be supervised by personnel with previous satisfactory experience in the installation of two similar steel sheet pile wall systems. The steel sheet pile wall system supplier shall have in place a quality control program for the manufacture and installation of the sheet pile wall system. The Contractor shall submit with his proposal, a list of similar projects he or his specialty Subcontractor has completed, along with the Owner's contact persons for those projects.

##### **1.3.2 Shop Drawings**

Contractor shall submit drawings for approval prior to the start of the work or ordering materials. Drawings shall include the following:

###### **1.3.2.1 Sheet Pile Layout**

Show all locations, markings, materials, sizes, and shapes and indicate all methods of connection. Show length for each pile segment.

###### **1.3.2.2 Interlocks**

Show all locations, markings, materials, sizes, and shapes and indicate all methods of connection. Show length for each interlock segment.

### 1.3.2.3 Special Closures, Construction Details, Anchors, and Specified Accessories

Show all locations, markings, materials, sizes, and shapes and indicate all methods of connection. Show length for each interlock segment. Include locations, dimensions, spacing, anchor type, installation procedure, related equipment, and required connection hardware.

### 1.3.2.4 Field Splices shall not be permitted

### 1.3.2.5 Driving Helmets, Cap Blocks, Template, and Pile Cushions

Show details of driving helmets, cap blocks, and template and pile cushions. Submit two (2) weeks prior to test pile installation.

### 1.3.3 Statements

Pile driving plan

Sustainability of pile driving equipment

### 1.3.4 Manufacturer's Qualifications

### 1.3.5 Field Test Reports

a. Test piles data

### 1.3.6 Installation Procedures

a. Installation instructions for pile driving plan

b. Test piles

### 1.3.7 Records

#### 1.3.7.1 Pile Driving Record:

For each driven pile, keep a detailed record of the pile location, deviations from design location, cross section shape and dimensions, original lengths, ground or mudline elevation, tip elevation, cutoff elevation, number of blows required for each foot of penetration for the entire length. Include in the record the beginning and ending times of each operation during driving of pile, type and size of hammer used, rate of operation, stroke or equivalent stroke for diesel hammer, type of driving helmet, and type and dimension of hammer cushion (cap block) and pile cushion used. Record retap data and unusual occurrences during pile driving. Preprinted forms for recording pile driving data will be furnished upon request. Submit to the Engineer complete and accurate job pile records as specified in this paragraph, within 3 calendar days after completion of driving each pile.

1.3.7.2 Contractor shall immediately notify Engineer of any pile that does not reach the required tip elevation.

## 1.4 BASIS FOR BIDS

Base bids on the number, size, and length of each type of sheet pile as indicated. Contractor shall be responsible for all costs associated with the purchase and installation of the sheet pile bulkhead.

### 1.4.1 Predrilling

Predrilling for sheet pile is not anticipated.

## 1.5 DELIVERY, HANDLING, AND STORAGE

Sheet pile materials shall be shipped, handled, and stored without distortion or damage. Store in a clean, properly drained location off the ground. Any damage to sheet pile shall be repaired to the satisfaction of the Engineer at the no expense to the Owner.

## PART 2 PRODUCTS

### 2.1 SHEET PILING

#### 2.1.1 Strength

Sheet piling shall be manufactured using the pultrusion process and be in accordance with Section 973 of the 2015 FDOT Standard Specifications, "Fiber Reinforced Polymer (FRP) Composite Structure Shapes" for thermoset pultruded structural shapes. Resin system shall be a high performance polyurethane reinforced with biaxial stitched e-glass fabrics, continuous strand mat, and aligned unidirectional rovings. Resin shall contain UV stabilizers to provide sufficient resistance to ultraviolet light degradation.

## PART 3 INSTALLATION

### 3.1 PILE DRIVING

Sheet pile shall be installed using traditional driving methods including vibratory hammers, impact hammers, or water jets. Contractor shall contact manufacturer for specific hammer recommendations.

Provide a driving frame or template to align and "thread" piles before driving. Keep piles vertical during driving. Drive piles to tip elevation shown on the drawings. Sheet piles shall be driven in such a manner as to prevent damage to the piles, and provide a continuous closure of sheet piles. The contractor shall drive the piling to within three (3) inches of the tip elevations shown on the drawings and piles shall extend to the cut-off elevation shown on the drawings.

### 3.2 ALIGNMENT

Drive all piles with a variation from vertical of not more than 1/4 inch per foot. Place the pile so the face will not be more than six (6) inches from vertical alignment at any point. Top of pile at elevation of cut-off shall be within 1/2 inch horizontally and two (2) inches vertically of the location indicated. Manipulation of piles to force them into position will not be permitted. Check all piles for heave. Redrive all heaved piles to the required tip elevation.

### 3.3 PREDRILLING

Every effort shall be made to drive the piling to the tip elevations specified. Extremely hard driving conditions are not anticipated.

### 3.4 SHEET PILE CUTOFF AND SPLICES

Piles shall be driven to elevations indicated. Splicing of piles will not be permitted. Should any pile section become too short to reach the required length because of driving damage, it shall be removed and replaced with a new section at the Contractor's expense.

### 3.5 DAMAGED PILES

Should any section of the sheet pile system become, or be found to be out of interlock, or should an interlock become damaged, the Contractor shall correct the condition to the satisfaction of the Engineer at no additional cost to the Owner. If additional pile sections are found to be needed to correct driving damage or misalignment, they shall be provided by the Contractor at no cost to the Owner.

### 3.6 FIELD INSPECTION

Perform continuous inspection during pile driving. Inspect piles for compliance with tolerance requirements. Bring all unusual behavior that may occur to the attention of the Owner and Engineer.

### 3.7 MATERIAL REMOVAL

Any soil that has cascaded or slid beyond the outboard face of piles during the course of the project is to be removed by the contractor. This material shall be unloaded at the project site and disposed of at the direction of the Engineer. All costs to remove this material are incidental to the installation of the piles.

**-- End of Section --**

**SECTION 31 62 19 - WOOD MARINE PILES**

**PART 1 GENERAL**

**1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. Unless otherwise indicated, the most recent edition of this publication, including any revisions, shall be used.

**AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)**

AWPA A4	(2003) Standard Methods for Sampling Wood Preservatives
AWPA A9	(2001) Standard Method for Analysis of Treated Wood and Treating Solutions by X-Ray Spectroscopy
AWPA C1	(2003) All Timber Products - Preservative Treatment by Pressure Processes
AWPA C3	(2003) Piles - Preservative Treatment by Pressure Processes
AWPA M2	(2007) Standard for Inspection of Treated Wood Products
AWPA M4	(2002) Standard for the Care of Preservative-Treated Wood Products
AWPA M6	(2007) Brands Used on Forest Products

**ASTM INTERNATIONAL (ASTM)**

ASTM D 25	(1999; R 2005) Round Timber Piles
-----------	-----------------------------------

**U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)**

40 CFR 171	Certification of Pesticide Applicators
------------	--

**WESTERN WOOD PRESERVERS INSTITUTE (WWPI)**

WWPI Mgt Practices	(1996) Best Management Practices for the Use of Treated Wood in Aquatic Environments
--------------------	--

**1.2 SUBMITTALS**

The following shall be submitted to the Engineer for approval:

**1.2.1 SD-03 Product Data  
Piles**

**Pile Driving Equipment:**

Submit complete descriptions of pile driving equipment, including hammers, leads, driving helmets, cushion blocks, driving blocks, collars, extractors, and other appurtenances for approval prior to commencement of work.

**Pre-Drilling Equipment**

**1.2.2 SD-06 Test Reports**

Preservative Treated Piles: A certified test analysis from an approved testing organization attesting that the piles to be used in the work have been given the preservative treatment required by these specifications shall be submitted prior to commencement of the work.

1.2.3 SD-07 Certificates

MSDS and CIS

1.2.4 SD-11 Closeout Submittals

Production Pile Driving Records: Submit pile driving records within 15 calendar days after completion of driving.

1.3 QUALITY ASSURANCE

1.3.1 PRESERVATIVE TREATED PILES:

The contractor shall be responsible for the quality of treated wood products. The contractor shall provide the engineer with the inspection report of an independent inspection agency that offered products comply with applicable AWWPA standards. Identify treatment on each piece by the quality mark of an agency accredited by the board of review of the American lumber standard committee. Inspect all preservative-treated wood visually to ensure there are no excessive residual materials or preservative deposits. Materials shall be clean and dry or it will be rejected because of environmental concerns.

1.3.2 MSDS AND CIS:

Provide Materials and Safety Data Sheets (MSDS) and Consumer Information Sheets (CIS) associated with timber pile preservative treatment. Contractor shall comply with all safety precautions indicated on MSDS and CIS.

1.3.3 PESTICIDE APPLICATORS:

Provide certifications for all individuals (applicators) who will be working with creosote products on site. All applicators shall be certified by the State or Environmental Protection Agency (EPA) (under the provisions of 40 CFR 171) to use wood preservatives, and have completed an approved EPA training program on the use of creosote products.

1.3.4 BEST MANAGEMENT PRACTICES (BMPS):

The producer of the treated wood products shall provide certification that Best Management Practices (BMPs) for the use of Treated Wood in Aquatic Environments were utilized including a written description and appropriate documentation of the BMPs utilized.

1.4 DELIVERY, STORAGE, AND HANDLING

Handle and store piles in accordance with AWWPA M4. Comply with paragraph entitled "MSDS and CIS." Special care shall be taken in supporting piles to prevent the including of excessive bending stresses in the piles. Piles shall be carefully handled without dropping, breaking of outer fibers, and penetrating the surface with tools. Peaveys, cant hooks, pikes, and other pointed tools shall not be used in handling treated piles.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 PILES:

Provide southern pine clean-peeled, treated piles conforming to ASTM D 25 and other requirements as specified. Piles shall be in one piece of the lengths as shown on the project drawings. Splices will not be permitted. Each treated pile shall be branded by the producer, in accordance with AWPA M6. Pile circumferences shall be as follows:

2.1.2 BEARING PILES:

Minimum butt circumference measured at 3 feet from the butt end shall be 38 inches, as indicated on the project drawings

2.1.3 PRESERVATIVE TREATMENT:

Treat piles by the full-cell pressure process in accordance with AWPA C1 and AWPA C3 to the retention and penetration for marine piling and produce in accordance with WWPI Mgt Practices, as follows:

2.1.4 BEARING PILES:

Waterborne preservative for marine piles (ACA - Ammoniacal Copper Arsenate, ACZA - Ammoniacal Copper Zinc Arsenate, CCA - Chromated Copper Arsenate)

2.2 TESTS, INSPECTIONS, AND VERIFICATIONS

2.2.1 INSPECTION OF PILES:

The Contractor shall provide the necessary facilities for the proper inspection of each pile. Piles to be preservative treated will be inspected prior to treatment. Piles will be inspected at the shipping point or at the work site if so decided. Pile inspection at the shipping point will not be performed for less than 100 piles in one locality. Piles with specified variations in characteristics shall be placed in separate lots for inspection. Piles shall be so marked or segregated into marked lots that there will be no possibility of error in assignment after they have been inspected. Piles damaged after inspection may be subsequently rejected if damage is deemed sufficient for rejection. All rejected piles shall be removed as directed.

2.2.2 INSPECTION OF THE PRESERVATIVE TREATMENT PROCESS:

Inspection of the preservative treatment process will be in accordance with AWPA M2. The Contractor shall notify the Engineer where preservative treatment will be done not less than 15 days prior to the start of the treatment and shall provide the necessary facilities for the proper inspection of the treatment process. Allow the Engineer unlimited access to the plant and inspection privileges for each facet of the treating process.

2.2.3 SAMPLING AND TESTING:

Sampling and testing shall be performed by an approved testing organization adequately equipped to perform such services.

1. Sampling: Representative samples of preservatives for testing shall be obtained from storage containers using the methods described in AWPA A4. The analysis of wood treated with waterborne preservatives shall be done in accordance with AWPA A9.
2. Testing: Waterborne preservatives shall be tested for conformance to AWPA A9. The net retention and the penetration of preservatives in piles shall be determined as specified in AWPA M2 and the additional requirements listed.

## PART 3 EXECUTION

### 3.1 INSTALLATION

#### 3.1.1 PILE DRIVING EQUIPMENT:

Pile driving equipment shall meet the following requirements.

##### 1. Pile Driving Hammers:

Pile driving hammers shall be steam, air or diesel drip, single-action, double-acting, differential-acting type. The size or capacity of hammers shall be as recommended by the manufacturer for the pile weights and soil formation to be penetrated. The pile hammer shall be of sufficient weight and energy to install the specified pile without damage into the soils expected to be encountered. The maximum driving energy of hammers shall be 12,000 foot-pounds for piles for any length. Diesel powered hammers shall be operated at the rate recommended by the manufacturer throughout the entire driving period. Sufficient pressure shall be maintained at the hammer so that:

- A. For double-acting hammers, the number of blows per minute during and at the completion of driving of a pile is equal approximately to that at which the hammer is rated;
- B. For single-acting hammers, there is a full upward stroke of the ram; and,
- C. For differential-type hammers, there is a slight rise of the hammer base during each upward stroke.

#### 3.1.2 LEADS:

Leads are required and shall be fixed at the top and adjustable at the bottom. Swinging leads may be allowed if site conditions merit their use and are approved.

#### 3.1.3 DRIVING CAP OR HELMET AND CUSHION BLOCK:

Driving cap or helmet shall be an approved design and shall be capable of protecting pile heads, minimizing energy absorption, and transmitting hammer energy uniformly and consistently to piles. Place driving helmet or cap and cushion block combination between top of pile and the ram. Driving cap shall fit snugly on the top of piles and shall employ a cushion block to prevent impact damage to piles. The cushion block may be a solid or laminated softwood block with the grain parallel to the pile axis and enclosed in a close-fitting steel housing. The thickness of the block shall be suitable for the length of pile to be driven and the character of subsurface material to be encountered. If block is damaged, split, highly compressed, charred or burned, or has become spongy or deteriorated, replace with new block. Under no circumstances will the use of small wood blocks, wood chips, rope, or other material permitting excessive loss of hammer energy be permitted.

#### 3.1.4 PILE COLLARS:

Collars or bands for protecting pile butts against splitting, brooming, and other damage while being driven shall be of an approved design.

#### 3.1.5 JETTING EQUIPMENT:

Jetting shall not be permitted.

#### 3.1.6 BEARING PILES:

Inspect piles when delivered and when in the leads immediately before driving. Cut piles at cutoff grade with pneumatic tools by sawing or other approved method.

#### 3.1.7 DRIVING PILES:

A complete and accurate record of the driving of piles shall be compiled by the Contractor for submission to the Owner's Representative. When driving long piles of high slenderness ratio, special precautions shall be taken to ensure against overstressing and leading away from a plumb or true position. During driving, pile driving hammers shall be operated at all times at the rate and conditions recommended by the hammer manufacturer. Each pile shall be driven continuously and without interruption to the indicated tip elevation. Deviation from this procedure will be permitted only in case the driving is stopped by causes which reasonably could not have been anticipated. Piles shall be driven to the full penetration required where practicable to do so without damage to the piles. If found impracticable to drive any pile to the depth required, such pile shall be cut off and abandoned or pulled as directed. Driven piles which have a penetration of less than that specified and have not been driven to the established maximum penetration per blow are not satisfactory. Driving of piles beyond the point of refusal, as indicated by excessive bonding of the hammer or kicking of the pile, or a blow count of greater than twice the blow count required to produce the safe bearing capacity shall not be attempted. Piles which have uplifted after driving shall be re-driven to grade after conclusion of driving in that general area. When the penetration per blow of any pile during the final blows exceeds that permitted or it is found that a pile is not of sufficient length to give the capacity specified, and the pile has been driven to its full depth, the Contractor shall pull the pile and furnish and drive a longer pile or take other corrective measures as directed by the Owner's Representative. The use of followers or splices shall not be permitted except where specially authorized. After driving is completed, all piles shall be "headed" or cut off normal at the cutoff elevation. Headed treated piles shall be given two heavy coats of hot creosote, followed by the application of a heavy coat of coal-tar pitch. Piles driven in locations where they are constantly subject to water spray shall be given this treatment immediately after they are cut off and before the cutoff surface has been wetted. Cutoffs shall become the property of the Contractor and shall be removed at his expense.

#### 3.1.8 TOLERANCES IN DRIVING BEARING PILES:

Piles shall be accurately placed in the correct location and alignments both laterally and longitudinally and to the vertical lines as shown. At cutoff elevation, butts shall be within 2 inches laterally of the location indicated. Manipulation to move piles into position will be permitted only within the aforementioned tolerance to return the pile to the design location. However, piles shall not be manipulated more than 1.5 percent of the exposed length above the mudline. A variation of not more than 0.25 inch per foot of pile length from the vertical for plumb piles will be permitted. The correct relative position of group piles shall be maintained by the use of templates or by other approved means. Inspect piles for heave. Piles shall be driven to the depths shown. Re-drive heaved piles to the required tip elevation. Remove and replace with new piles those damaged, misplaced, driven below the design cutoff, or driven out of alignment, or provide additional piles, driven as directed at no additional cost to the Owner.

#### 3.1.9 RECORDS:

Keep a complete and accurate driving record of each pile driven. Indicate pile location, deviations from design location, diameter, original length, mudline elevation, tip elevation, cutoff elevation, penetration in blows per foot for the last 10 feet for production piles, hammer data including rate of operation, make, and size, and unusual pile behavior or circumstances experienced during driving such as re-driving, heaving, weaving, obstructions, jetting, and unanticipated interruptions. Make pile driving records available to the Owner's Representative, a minimum of 24 hours after each day of pile driving. Include in the

construction records the wood species, preservative type, retention, and producer of installed treated timber.

3.1.10 FRAMING TREATED PILES:

Piles of uniform size shall be selected for each bent. If necessary, treated filler blocks shall be used to fill out between piles and bracing. Drill holes for through bolts 1/16 inch larger than diameter of bolt shank. Counterbore holes for bolt heads and washers as indicated. Holes drilled into piles shall be filled with hot creosote or the same preservative used to treat the piles and when not used for bolts shall be tightly closed by a treated plug. Holes shall not be drilled or spikes shall not be driven into piles to support scaffolding.

3.1.11 JETTING OF PILES:

Jetting shall not be permitted.

3.1.12 SPUDDING OF PILES:

Spudding shall not be permitted.

3.2 PROTECTION

3.2.1 PROTECTION OF PILES:

Square the heads and tips of piles to the driving axis. Laterally support piles during driving, but do not unduly restrain piles from rotation in the leads. Swinging leads will not be permitted. Where pile orientation is essential, take precautionary measures to maintain the orientation during driving. Handle, protect, and field treat piles in accordance with AWPA M4.

3.2.2 DAMAGED PILES:

Driving of piles shall not subject them to damage. Piles which are damaged, split, broomed, or broken by reason of internal defects or by improper driving below cutoff elevation so as to impair them for the purpose intended shall be removed and replaced. Minor damaged areas of treated piles shall be brush-coated with the same preservative used to treat the piles.

3.2.3 ON-SITE APPLICATION OF WOOD PRESERVATIVES:

All on-site application of wood preservatives must be performed by a person certified through an EPA approved training program for the application of wood treatment products in accordance with 40 CFR 171, regulated under 7 U.S.C.A. Sections 136 to 136y, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). On-site treatment shall also be in accordance with AWPA M4, Sections 1.5, 2.2, 2.3, and 3.1.

3.3 FIELD QUALITY CONTROL

3.3.1 INSPECTIONS:

When inspections result in product rejection, the Contractor shall promptly segregate and remove rejected material from the premises. The Owner may also charge the Contractor an additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

-- End of Section --

## SECTION 35 20 23 - DREDGING

### PART 1 GENERAL

#### 1.1 DEFINITION

Hard material is defined as material requiring the use of special equipment for economical removal.

#### 1.2 SUBMITTALS

The following shall be submitted:

SD-02 Shop Drawings; G

- a.) Pre-construction and Post-Construction Soundings
- b.) Dredge Plan
- c.) Environmental Protection Plan
- d.) Dredged Material Disposal Plan

Submit drawings of surveys prior to and after work is complete by soundings.

#### 1.3 MATERIAL TO BE REMOVED

The material to be removed is combination of silt, sand and mud.

##### 1.3.1 Hard Material

The removal of hard material is included. Should the City direct in writing that hard material be removed, the work shall be performed. If hard material is to be removed, blasting will not be permitted.

#### 1.4 ARTIFICIAL OBSTRUCTIONS

The City has knowledge of debris such as, but not limited to broken timber pile stubs and concrete debris. The City has no knowledge of existing wrecks, wreckage, or other material of such size or character as to require the use of explosives or special or additional plant for its economical removal. Prior to dredging, the Contractor shall rake the dredge areas and shall remove debris encountered. Debris removed from the dredged area shall be removed from the water. Disposal shall be the responsibility of the Contractor and disposal shall be outside the limits of the project site.

#### 1.5 QUANTITY OF MATERIAL

The total estimated amount of material to be removed from within the specified limits, including side slopes, but excluding over depths, is **168 cubic yards**. The maximum amount of allowable over depth dredging is estimated to be **109 cubic yards**. Variation in Estimated Quantity shall be **277 cubic yards**, which is the total quantity, including over depth. The quantities listed are estimates only. Complete the work specified whether the quantities involved are greater or less than those estimated.

## 1.6 OVERDEPTH DREDGING

To cover unavoidable inaccuracies of dredging processes, material actually removed to a depth of 1.0 feet below the depth specified and within the dredging limits will be paid for at full contract unit price.

## 1.7 SIDE SLOPES

Dredging on side slopes shall follow, as closely as practicable, the lines indicated or specified. Where no side slopes are indicated, provide a 4:1 (H:V) side slope to daylight at adjacent existing grade.

## 1.8 PERMIT

The Contractor shall comply with conditions and requirements of the Florida Department of Environmental Protection Environmental Resource Permit and the Corps of Engineers Permit.

## 1.9 CHARGES

The Contractor will pay charges for disposal of material at a designated disposal area.

## 1.10 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain during the life of the contract, environmental protective measures, as indicated on the contract drawings. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris, that occur during the dredging operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.

## 1.11 BASIS FOR BIDS

Include a bid unit price per cubic yard of dredging based on the quantity of dredging indicated. Should the total quantity of dredging vary from that specified as the basis for bidding, the total contract price will be adjusted to account for the quantity difference. Payment will be at the contract unit price per cubic yard, multiplied by total cubic yards of acceptable dredging. The dredging conditions specified and indicated describe conditions which are known. However, the Contractor is responsible for other conditions encountered which are not unusual when compared to the conditions recognized in the dredging business as usual in dredging activities such as those required under this contract.

## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

### 3.1 INSPECTION

Inspect the work, keep records of work performed, and ensure that gages, targets, ranges, and other markers are in place and usable for the intended purpose. Furnish, at the request of the Contracting Officer, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying

the work. When required, provide transportation for the Contracting Officer and inspectors to and from the disposal area and between the dredging plant and adjacent points on shore.

## 3.2 CONDUCT OF DREDGING WORK

### 3.2.1 Order of Work

The Contractor will determine the order of work and submit a schedule to the City for review and coordination with representatives of Peter O'Knight Airport and Hillsborough County Aviation Authority regarding construction activities, schedule, and equipment use during flight operations. The Government reserves the right to change the order of work at any time.

### 3.2.2 Interference with Navigation and Operations

Minimize interference with the use of temporary docks and navigation channels. The Contracting Officer will direct the shifting or moving of dredges or the interruption of dredging operations to accommodate the movement of vessels, if necessary.

### 3.2.3 Lights

Each night, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants. Lighting shall conform to United States Coast Guard requirements for visibility and color.

### 3.2.4 Plant

Maintain the plant, scows, coamings, barges, and associated equipment to meet the requirements of the work. Remove dredged material placed due to leaks and/or breaks.

### 3.2.5 Disposal of Excavated Material

Provide for safe transportation and disposal of dredged materials. The Contractor shall dispose of dredge material at an approved designated disposal area. The dredge material shall be disposed of at a Class 1 Landfill. Alternative disposal sites shall be submitted to the City for approval. The deposit of dredged materials in unauthorized places is forbidden.

#### 3.2.5.1 Method of Disposal

Contractor may elect to deposit dredge material directly from dredge equipment into sealed roll-off containers or sealed dump trucks for transport to designated disposal site as long as combination sealed roll-off containers and transport truck or sealed dump truck does not exceed load limitations of the Davis Island bridges and City of Tampa roadways. The contractor may deposit dredge material onto deck barges to temporary dewater material prior to placing in sealed roll-off containers. Contractor shall employ appropriate sediment control best management practices on the barge during temporary dewatering process to minimize sediment flow into receiving bodies.

### 3.2.6 Safety of Structures

The prosecution of work shall ensure the stability of boat ramps, and other structures lying on or adjacent to the site of the work, insofar as structures may be jeopardized by dredging operations. Repair damage resulting from dredging operations, insofar as such damage may be caused by

variation in locations or depth of dredging, or both, from that indicated or permitted under the contract.

### 3.2.7 Plant Removal

Upon completion of the work, promptly remove plant and barges.

## 3.3 MEASUREMENT

Contractor shall take soundings before and after dredging.

### 3.3.1 Method of Measurement

The material removed will be measured by cubic yard in place, by means of soundings taken before and after dredging. The drawings represent existing conditions based on existing survey performed in May of 2017 and represents the current available information. It is the responsibility of the Contractor to verify the existing conditions. The results of current soundings will be the basis for payment. Areas sounded more than 30 days prior to dredging must be re-sounded by the Contractor.

## 3.4 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of dredging, each area will be examined by the City by sounding performed by Contractor. Remove shoals and lumps by dragging the bottom or by dredging. When areas are found to be in a satisfactory condition, the work therein will be accepted as complete. Final estimates will be subject to deductions or correction of deductions previously made because of excessive over depth, dredging outside or authorized areas, or disposal of material in an unauthorized manner.

-- End of Section --

## SECTION 35 51 13 - FLOATING DOCK SYSTEMS

## PART 1 - GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.

## AMERICAN CONCRETE INSTITUTE (ACI)

ACI 211.1	(1991; Rev 2009) Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete
ACI 211.2	(1998) Standard Practice for Selecting Proportions for Structural Lightweight Concrete
ACI 212.3R	(2010) Chemical Additives for Concrete
ACI 318	(2011; Errata 2013) Building Code Requirements for Structural Concrete and Commentary

## AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC 325	(2011) Steel Construction Manual, 14th Edition
----------	--

## AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

ASCE 7	(2010; Errata 2011; Supp 1 2013) Minimum Design Loads for Buildings and Other Structures
--------	--

## AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA M4	(2011) Standard for the Care of Preservative-Treated Wood Products
AWPA P5	(2014) Standard for Waterborne Preservatives
AWPA U1	(2014) Use Category System: User Specification for Treated Wood

## ASTM INTERNATIONAL (ASTM)

ASTM A36	(2012) Carbon Structural Steel
ASTM A123	(2013) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153	(2009) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A307	(2014) Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength
ASTM A325	(2010; Errata 2013) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A449	(2014) Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use
ASTM A615	(2014) Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A706	(2014) Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

ASTM A767	(2009) Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
ASTM A775	(2007b; R 2014) Epoxy-Coated Steel Reinforcing Bars
ASTM A1060	(2014) Zinc-Coated (Galvanized) Steel Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM A1064	(2013) Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C33	(2013) Concrete Aggregates
ASTM C94	(2014a) Ready-Mixed Concrete
ASTM C150	(2012) Portland Cement
ASTM C173	(2007) Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C260	(2010a) Air-Entraining Admixtures for Concrete
ASTM C272	(2012) Water Absorption of Core Materials for Sandwich Constructions
ASTM C330	(2014) Lightweight Aggregates for Structural Concrete
ASTM C494	(2013) Chemical Admixtures for Concrete
ASTM C578	(2014a) Rigid, Cellular Polystyrene Thermal Insulation
ASTM C595	(2014) Blended Hydraulic Cements
ASTM C618	(2012a) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C989	(2013) Slag Cement for Use in Concrete and Mortars
ASTM C1107	(2014) Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM D792	(2013) Density and Specific Gravity (Relative Density) of Plastics by Displacement
ASTM D1413	(2007e1) Wood Preservatives by Laboratory Soil-Block Cultures
ASTM D2241	(2009) Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
ASTM D3963	(2007) Fabrication and Jobsite Handling of Epoxy-Coated Steel Reinforcing Bars
ASTM F593	(2013a) Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594	(2009e1) Stainless Steel Nuts

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

DS 20600 & 20618

Square Prestressed Concrete Pile Design Standards

1.2 SYSTEM DESCRIPTION

- a. Scope of Work: This Section consists of the design, fabrication, and installation of floating dock systems, complete and ready to use, including encapsulated float systems; timber, glue laminated timber, or composite timber wales (if applicable); embedded steel framework; framing and connection hardware; pile guide frames; and dock accessories. Dock accessories shall include everything on or within the docks that is not considered a structural component of the system, including but not limited to cleats, fenders, rub strips, bumpers, rub rail, corner guards, wear plates, hinge plates, armoring, and all other ancillary components, devices, and features to provide for a complete system.
- b. The layout and functional dimensions of the floating dock system are indicated on the project drawings. The floating dock systems shall be designed by the manufacturer to meet all

requirements of the project drawings and these specifications. All materials shall be compatible and suited for sustained use in a marine environment.

### 1.3 DESIGN CRITERIA FOR FLOATING DOCKS

- a. Information presented herein is based upon the Designer's best estimate of those factors that reasonably can be expected to affect the design, performance, and durability of the floating dock system. The proposed floating dock system shall be subject to thorough engineering analysis using all relevant criteria that could affect the stability, structural integrity and durability of the dock system based on the performance criteria as indicated on project drawings and specified herein.
- b. Submitted calculations shall demonstrate that the floating dock systems are designed to withstand the required loading without damage, including floating structures, guide piles, and all ancillary components and connections, using the criteria specified in this Section as a minimum requirement. The design loads, load combinations and allowable stresses are described herein.
- c. The dock system is to be installed along the Hillsborough Bay which is nearby to the primary shipping route between the maritime facilities of Port Tampa Bay and Tampa Bay. The floating concrete dock system shall take into account passing cruise and cargo vessels, including tug boats.
- d. The layout and principal dimensions of the floating dock systems are indicated on the project drawings. The Contractor shall provide a system that conforms to the layout and dimensions indicated in the project drawings, and the provisions of these specifications. Minor variances in dock dimensions to accommodate manufacturer's standard products are acceptable with approval.

Concrete float modules shall consist of a concrete deck and a fully encased polystyrene foam core. The foam core shall be encapsulated in concrete or an approved equal product to prevent direct contact between the foam and water, and protect it from damage.

Modules shall be connected to form continuous sections of floating dock by structural walers or bolted connections capable of transmitting all loads imposed upon individual dock modules, or combinations of dock modules, to the floating dock restraint system.

- e. Deck freeboard for the main floats under dead load only at the time of dock system acceptance shall be 18 inches unless otherwise shown on the drawings, with a tolerance of +/- 1 inch. The kayak dock connected to the main float under dead load only at the time of dock system acceptance shall be 11 inches unless otherwise shown on the drawings, with a tolerance of +/- 1 inch. The difference in freeboard between the two docks shall be 7 inches under dead load conditions to accommodate users stepping from the main dock to the kayak dock. Freeboard under combined dead load plus uniform live load, shall not be less than 10 inches for the transient docks and shall not be less than 3 inches for the paddler dock.
- f. The floating dock systems shall be designed to float level under dead load. The deck of the float modules shall be level and flush upon completion within the following tolerances.
  1. Dead Load Deck Surface Slope
    - a. Transverse Direction: Not more than 1/8 inch per foot

- b. Longitudinal Direction: Not more than 1 inch per 10 feet of length
- c. Always within specified freeboard
- 2. Assembly Gap between Adjoining Concrete Floats: Minimum 1/4 inch, maximum 1/2 inch on ADA accessible routes or 3/4 inch all others
- 3. Vertical Height Difference between Adjoining Concrete Floats, Wales and Deck Panels: Maximum 1/4 inch on ADA accessible routes or 3/8 inch all others
- g. Cross slope with the concentrated live load placed anywhere on the float shall not exceed 4 percent or 3 inches differential freeboard across the float, whichever is less.
- h. Special floats shall be designed to support the superimposed dead loads imposed by gangways, ramps, or other dock accessories. Float modules with superimposed loads shall have the same freeboard as floats with no such loading, so that there will be no residual stresses when the floats are interconnected and to ensure that the dock system deck is level within the specified tolerance. Individual float module depth shall be designed to provide support for concentrated loads to ensure that the floating dock system maintains the specified freeboard within the required tolerance.
- i. The floating dock system shall be designed to be restrained by guide piles. Preliminary guide pile section, length, tip elevations and location have been determined by the Engineer from the environmental conditions and estimated design loads. Float system manufacturer shall re-analyze the pile restraint and determine the final section, length, tip elevation and location of the guide piles based on their specific system requirements.

#### 1.4 DESIGN LOADS

- a. Docks and dock restraint systems shall be designed for the following load and geometric conditions as a minimum. Load cases shall be combined based on their probability of their simultaneous occurrence, and in accordance with applicable codes and standards. Calculations shall be performed for loads both parallel and perpendicular to the dock and dock restraint systems, with consideration for differential movement between adjacent dock segments.
- b. Dead Load (DL) shall consist of the weight of float modules, framing, wale system, attachment steel, miscellaneous connection devices, and all other permanently attached accessories such as cleats, ramps, etc. Contractor shall exercise care to be sure that all dead loads are accurately determined and accounted for, including superimposed gangway loads, consideration of weight gain due to water absorption, and manufacturing tolerances that affect the final freeboard.
- c. Minimum vertical live loads shall consist of the following:
  - 1. Uniform Live Load (ULL) shall be 50 psf, including the area of landings and ramps supported by the dock
  - 2. Concentrated Live Load (CLL) of 400 pounds, applied at any location on the floating dock
- d. Design Vessel for the dock systems are as follows:

Design Vessels	Location (Number)	Length Overall (feet)	Weight (short ton)	Beam (feet)
Fishing Boat	Transient Dock	40	11	11

- e. Environmental loads shall consist of the following:
1. Wind Load (WL) on the projected area of a vessel/dock combination shall be applied as follows:
    - a. Wind Pressure of 15 psf, which equates to an approximate sustained (1 minute average) wind speed of 50 mph with vessels in place
    - b. Wind Pressure of 50 psf, which equates to an approximate wind gust of 140 mph (3 sec gust) in accordance with ASCE 7 without vessels in place
    - c. Design Vessel Effective Windage Height = 15% x Length of Vessel for recreational vessels
  2. Wind Load Application
    - a. Assume 100 percent berth occupancy
    - b. 100 percent applied to vessels in the unshielded berths or row
    - c. 20 percent applied to all vessels in the remaining (shielded) berths, provided 100 percent loading is applied for the design of each dock finger and finger connection
    - d. Transverse load on vessel applied at the 1/3 and 2/3 points to the dock finger
    - e. Longitudinal load on vessel applied at vessel centerline to the main walkway
    - f. On docks where the berth length is not defined ('side-ties'), wind loads shall be based on the maximum vessel length (L) to be accommodated, spaced at 1.25 x L over the length of the dock.
    - g. Mooring load from line pull acting in any direction from any cleat location, applied at a 45-degree angle from the horizontal.
  3. Vertical Wave Load (VWL) shall be applied as follows:
    - a. Wave height ( $H_{sig}$ ) of 2.0 feet and wave periods ranging from 1.5 to 2.5 seconds with or without vessels in place
    - b. Wave length equal to 45 feet or length of dock, whichever is less
    - c. Wave direction (propagation) parallel and perpendicular to longitudinal axis of dock
  4. Current Load (CL) shall be based on a current speed of 0.2 knots with vessels in place and 0.5 knots without vessels and shall be combined with other loads as specified.
  5. Return Current Load (RCL) due to bank suction effects = 1.0 knots associated with a drawdown height of 0.5 foot.

6. Impact Load (IL) due to impact of a vessel shall be applied as follows:
  - a. Vessel approach at a speed of 3 feet per second and an angle of 30 degrees from the axis of the dock
  - b. Impact loads applied to side tie berths at the midpoint between anchorage/pile supports
  - c. On side tie docks, impact loads shall be based on the maximum vessel length to be accommodated
- f. Design loads for lifting, handling, transport, and installation
- g. The minimum gangway load shall consist of:
  1. Superimposed dead load of the gangway structure tributary to any possible location on the dock.
  2. Transferred uniform live load of 25 psf on the gangway area tributary to the dock.
- h. Combined loading cases for design; load factors shall be in accordance with the current ASCE 7 (load cases shall be labeled in calculations submitted in accordance with this specification) (Consider wind load cases parallel and perpendicular to axis of dock and finger):
  1. Case 1 – DL only, including any superimposed gangway dead load
  2. Case 2 – DL + ULL, including any transferred gangway loads
  3. Case 3 – DL + CLL
  4. Case 4a – DL + Parallel WL + VWL+ CL
  5. Case 4b – DL + Perpendicular WL + VWL + CL
  6. Case 5a – DL + Parallel WL + RCL
  7. Case 5b – DL + Perpendicular WL + RCL
  8. Case 6 – DL + IL + CL
  9. Case 7 – DL + ULL + RCL
- i. Design Calculations
  1. Calculations for loads imposed by the handling and lifting methods to be employed shall be provided based on the concrete strength expected at the time of lifting or moving of the float modules.
  2. The material strength properties, load factors and capacity reduction factors shall be as defined by the applicable code.
  3. The design calculations shall include, but not be limited to the following:

- a. Determination of extreme fiber stresses in structural members for all load cases
- b. Stresses in the dock system connections for all load cases
- c. Transfer of moored vessel forces and to the dock system
- d. Transfer of dock system loads to guide piles that consider the difference in the structural stiffness of the dock system and the guide piles of various lengths, depth to fixity and section
- e. Transfer of forces at guide pile frames and connections
- f. Transfer of forces at dock modules and dock module connections
- g. Freeboard calculations for all float modules
- h. Differential movement between dock modules, including main walkways and docks
- i. Lifting, handling, transport and storage
- j. Transfer of guide pile loads to soil, including analysis of pile-soil interaction.

#### 1.5 REQUIREMENTS FOR DOCK GUIDE PILES

- a. A geotechnical report that contains relevant soils information was prepared for a past project has been prepared for the project at the boat ramp and is included as an attachment to the bid package.
- b. A site specific geotechnical investigation was not performed for this project. It is the responsibility of the Contractor to gather additional soil information as necessary to design and install the guide piles.
- c. The following range of water elevations, based on North American Vertical Datum (NAVD88)) shall be considered when designing the dock guide piles:
  - 1. FEMA 100-Year Elevation +10.00 feet
  - 2. MHHW (Mean Higher High Water) +1.03 feet
  - 3. MHW (Mean High Water) +0.76 feet
  - 4. NAVD (North American Vertical Datum of 1988) +0.00 feet
  - 5. MLW (Mean Low Water) -1.21 feet
  - 6. MLLW (Mean Lower Low Water) -1.65 feet
- d. Guide Piles
  - 1. The Contractor shall determine the section, length, tip elevation and location of the guide piles required for the proposed dock system in order to optimize the overall dock design, revising the tentative guide pile design indicated on the Drawings as necessary.

2. Square pre-stressed concrete guide piles shall be fabricated and installed in accordance with FDOT Design Standard Index No. 20600 and 20618. Contractor may utilize a steel pipe pile (3/8-inch min wall thickness) in lieu of the pre-stressed concrete pile. The steel pipe pile shall have corrosion inhibiting coating and utilize an HDPE sleeve to prevent abrasion damage to the protective coating.
3. The pile guide frames shall be designed to permit removal of a floating dock module from the guide pile system by simple bolt removal for repair purposes.
4. Pile design criteria indicated on the project drawings include the pile cutoff elevation, the design water levels that determine the elevation of the applied dock load, and the basin bottom elevations.
5. Lateral load shall be applied to the guide piles at an elevation of +13.0 feet NAVD determined by the sum of (a) FEMA 100-year flood elevation of +10.00 feet NAVD, (b) Surge height equal to 70% of the significant wave height or 1.5 feet, and (c) Dock freeboard of 18 inches.

#### 1.6 SUBMITTALS

- a. The Contractor shall submit the following in accordance with Contract Documents. Note that approval of the submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the specifications nor from responsibility of errors of any sort in the submittals.
- b. SD-02 Shop Drawings
  1. Floating Dock Systems: Prior to fabrication of the floating dock system components, submit shop drawings signed and sealed by a registered Professional Engineer in the State of Florida. The shop drawings shall indicate the proposed layouts and size float module dimensions, float module construction details, connection details, and location and methods for attaching accessories. Submit shop drawings for all specially fabricated items including pile guides, connections, railing, curbing, cleat installation, cover plates, embedments, wear and hinge plates, and catalog sheets for all standard manufactured items that are to be incorporated into the floating dock system. In addition, submit the following as part of the shop drawing submittal:
    - a. Marking of floats for assembly
    - b. Connections between floats, and connections between floats and other construction
    - c. Location and anchorage of mooring fittings
    - d. Wale size and splice pattern
    - e. Reinforcing details
    - f. Lifting and assembly inserts and embedded items
    - g. Dimensions and surface finishes of each float
    - h. Erection sequence and handling requirements

- i. Bracing/shoring/methods of temporary support
  - j. Pile tip elevations and capacity
- c. SD-03 Product Data
- 1. Cleats and Other Mooring Fittings
  - 2. Bumper Strips and Corner Bumpers
  - 3. Pile Guide Rollers
- d. SD-05 Design Data
- 1. Design Computations: Prior to ordering dock and guide pile system materials, submit design calculations signed and sealed by a registered Professional Engineer. The calculations shall demonstrate that the floating dock and guide piles, using the criteria specified herein as minimum requirements, are designed to satisfy all performance criteria including the minimum pile tip elevation. The Contractor shall not order dock and guide pile system materials until such time design calculations are reviewed and found to be acceptable.
  - 2. Concrete Mix Design: A minimum of thirty (30) days prior to concrete placement, submit a mix design for each strength and type of concrete. Include a complete list of materials including type, brand, source, and amount of cement, pozzolan, and admixtures, and applicable reference specifications.
- e. SD-06 Test Reports (submit as applicable for manufacturer's specific design) (for Design-Builder approval only)
- 1. Timber and Timber Treatment
  - 2. Fasteners
  - 3. Float Module Materials (Polystyrene)
  - 4. Polyethylene Pontoon Materials
  - 5. Portland Cement and Other Cementitious Materials
  - 6. Aggregates
  - 7. Admixtures
  - 8. Ready-Mix Concrete
  - 9. Grout
  - 10. Reinforcing Steel
  - 11. Welded Wire Fabric
  - 12. Structural Steel

13. Foam Water Absorption
  14. UHMW-PE
  15. Aluminum Plates and Shapes
  16. Stainless Steel
  17. Welder Qualifications
- f. SD-08 Manufacturer's Instructions
1. Prior to completion of the floating dock system, submit operation and maintenance procedures manual for all floating dock system components. The manual shall include instructions, recommended frequencies of maintenance and maintenance procedures and materials by brand name and specification. All data shall be on 8 1/2 by 11 inches (and 11 by 17 inches, folder to fit) sheets of paper bound together in a book with a protective cover. The binder external cover shall be identified as "Floating Dock System Operation and Maintenance Procedures".
- g. SD-11 Closeout Submittals
1. Prior to completion of the floating dock system, submit a complete and accurate record of all float modules manufactured. The record shall include assigned float identification number, date cast, related concrete cylinder strength tests and all quality assurance tests and inspection items performed on the float module.

#### 1.7 DELIVERY, HANDLING AND STORAGE

- a. Use all means necessary to protect materials before, during, and after delivery to the work site, and to protect the installed work and materials of all other trades. Use extreme care in the off-loading of materials to prevent damage.
- b. Deliver the materials to the work site and store, all in a safe area, out of the way of traffic, and shored up off the ground surface.
- c. Place identification numbers on all float modules (such they are not covered up after assembly) that conforms to the shop drawing numbering system. Also identify hardware and framing lumber and store separately from each other. Protect all metal products with adequate weatherproof outer wrappings.
- d. In the event of damage caused by the Contractor, immediately make repairs and/or replacements as necessary.

#### 1.8 QUALITY CONTROL PROCEDURES

- a. Tests and inspections shall be performed by the Contractor using qualified individuals, engineering companies, and testing laboratories that shall perform those special inspections specified herein and such other tests and inspections as may be required to establish the acceptability of the work.
- b. Float manufacturing plant shall have an established quality control system for the manufacture of precast concrete floats.

- c. Submit the following test results.
  1. Strength Tests: Sample concrete at the time the concrete is deposited for each production line and perform entrained air tests, and mold a set of two cylinders each day or for every 75 cubic yards of concrete placed, whichever is greater. Perform strength tests on one cylinders of each set 28 days after molding the cylinders; test one cylinder of each set at time of removal of floats from forms. Cure the cylinders in the same manner as the floats and place at the point where the poorest curing conditions are offered.
- d. If nonconformance is encountered, the Contractor shall notify the Design-Builder as soon as possible and recommend a change in materials or procedure to resolve the nonconformance for approval.
- e. The Contractor shall ensure procedures for concrete placement, consolidation, finishing, and curing will result in a product with both internal concrete matrix and surface finishes that conform to industry-accepted standards. Concrete exhibiting excessive honeycombing, bug holes, laitance, fins and projections, and broomed finished surface characteristics that are either unrepairable or will adversely affect the strength, appearance, and durability of the manufactured units may be rejected.

## 1.9 WARRANTY

- a. The individual floating dock modules shall carry a warranty against defects in materials and workmanship for a period of five (5) years with maintenance from the date of project acceptance. All other dock system components, including structural members and accessory items, shall carry a warranty against defects in materials and workmanship for one (1) year from the date of project acceptance or the Manufacturer's warranty whichever is greater. If within the respective warranty periods any materials or their installation are found to be defective, the Contractor shall repair or replace the defective item. This warranty excludes coverage for damage caused by abuse, misuse or neglect, and improper maintenance unless the Contractor is obligated to provide warranty maintenance under the terms of the contract.

## PART 2 - PRODUCTS

### 2.1 FLOATING DOCK MODULES

- a. Cement: Provide cementitious materials that conform to the appropriate specifications listed. ASTM C150, Type I/II or Type II low alkali
- b. Fly ash or pozzolan shall conform to ASTM C618 Type C or Type F.
- c. Chemical admixtures shall conform to ASTM C494. Accelerating admixture Type C or E; water reducing admixture Type A, E, or F. Corrosion Inhibiting Admixture shall be Type C (calcium nitrite). Do not use admixtures that contain chlorides.
- d. Air entrainment admixture shall conform to ASTM C260.
- e. Water for mixing and curing, including the moisture and water in the aggregates, shall be fresh, clean and potable.
- f. Coarse and fine aggregates shall conform to ASTM C33 and ASTM C330 where lightweight aggregates are used. Size designation shall be nominal 3/4 inch maximum. Lightweight

aggregate shall consist of expanded and coated shale or equivalent material of sufficient strength and durability to provide concrete of the required strength.

- g. Bar reinforcement shall conform to ASTM A615, Grade 60 or ASTM A706. All bar reinforcement shall be epoxy-coated in accordance with ASTM A775 and ASTM D3963 or galvanized in accordance with ASTM A767, as applicable. Wires used to tie the reinforcement shall be plastic coated or stainless steel.
- h. Welded wire fabric shall conform to ASTM A1060 and ASTM A1064 (galvanized) as applicable. Wire ties shall be stainless steel.
- i. Non-shrink grout shall conform to ASTM C1107. Cementitious grout shall be a mixture of Portland cement, sand, and water. Proportion one part cement to approximately 2.5 parts sand, with the amount of water based on placement methods. Provide air entrainment for grout exposed to the weather.
- j. Embedments in concrete shall be ASTM F593, Group 2, (304) stainless steel with a welded loop or horizontal bar hook. Nuts shall conform to ASTM F594, Group 2.
- k. Foam core for floats shall be a rigid block of closed cell expanded polystyrene. The polystyrene foam shall have a unit weight between 0.90 pounds per cubic foot and 1.20 pounds per cubic foot. Properties of the foam shall conform to ASTM C578, with maximum water absorption less than 4.0 percent as determined by ASTM C272, Method C. The foam core shall not have more than 10 percent reground material, and reground foam pieces shall not exceed 3/8 inch diameter.
- l. pontoons shall be constructed of UV-resistant polyethylene shells with a minimum wall thickness of 0.15 inches, black in color.
- m. PVC pipe shall be ASTM D2241 thin wall class 200, SDR 21, embedded as required for all through rods.

## 2.2 CONCRETRE FLOAT MODULES

- a. Contractor Furnished Concrete Mix Design
  - 1. Design in accordance with ACI 211.1 or ACI 211.2 if lightweight concrete is used. Concrete for floats shall have a minimum compressive strength of 5,000 psi at 28 days in accordance with ASTM C94. The pozzolan/fly ash content shall not be less than 20 percent nor exceed 40 percent by total mass of cementitious material. The minimum amount of Portland cement is 50 percent of the total mass of cementitious material. For exposed concrete, use one manufacturer for each type of cement, ground slag, fly ash, and pozzolan. The maximum water-cement ratio shall be 0.45.
  - 2. Concrete shall contain a corrosion inhibiting admixture at a minimum rate of 3 gallons/cubic yard. The water in the corrosion inhibiting solution shall be considered part of the mixing water.
  - 3. Concrete shall be air-entrained in accordance with ACI 212.3R. The air content of freshly mixed concrete shall be between 4 percent and 7 percent when tested in accordance with ASTM C173.

b. Formwork

1. Float modules shall be cast-in forms of sufficient strength and rigidity to maintain the intended size and shape during the casting process.
2. Forms shall be so constructed and braced that all principal planes will be either true horizontal or true vertical and dimensions of the units will not vary more than 1/8 inch from the dimensions shown on the shop drawings and not more than 1/2 inch in the diagonal distances corner to corner.
3. Forms shall be so constructed that floats can be cast without construction joints.
4. Forms shall be thoroughly cleaned after each use and coated with oil, paraffin, or other applications, as may be necessary to prevent bonding of the concrete and to leave clean, smooth and hard surfaces.
5. Forms may be stripped once the necessary strengths have been achieved as required by the design calculations, provided the concrete is not injured.
6. The foam core shall be pre-formed to the interior configuration as a solid block or multiple blocks acting as one system with an allowable variation of 1/8 inch from the dimensions shown on the shop drawings. Cores shall be securely anchored in place during the casting of concrete. Displacement that results in loss of minimum concrete cover over reinforcement of 1 inch or less than 1 1/2 inches wall thickness or less than 2 inches deck thickness shall be cause for rejection.
7. Embedments, and through-rod tubes shall be placed true to location shown in the shop drawings with a tolerance of +/- 1/8 inch and shall not exhibit a deflection greater than 1/4 inch in any direction.

c. Concrete Mixing and Placing

1. Precast floats shall be cast in accordance with standard practices for precast concrete and in accordance with the approved quality control procedure for the manufacturing plant.
2. Before handling concrete materials, all handling equipment and forms shall be thoroughly cleaned of concrete splashing, dirt, debris and other foreign matter and forms shall be coated as herein elsewhere specified. One person, and only one as approved, shall be designated to be responsible for maintaining consistent, uniform concrete.
3. Size of batches shall be so controlled that concrete is placed in forms within one hour after materials have been placed in the mixer. All mixing and casting shall be performed under cover and the casting area screened from sun, wind and other elements. Concrete mixing shall be in accordance with ASTM C94.
4. Concrete shall be conveyed from the mixer and deposited in its final position in a manner to prevent separation and segregation of materials. Flowing shall be avoided as it causes segregation. Floats shall be cast monolithically and the placing of concrete shall be a continuous operation from the start to the completion of a float module.
5. The plastic concrete shall be thoroughly compacted to fill all form cavities and by surrounding all reinforcement and embedments with a powered vibrator.

d. Concrete Finishing

1. Concrete deck surfaces shall be broom finished in the direction perpendicular to the long axis of the dock to give a coarse, non-slip surface. All edges shall be finished uniformly 3 inches back onto the deck with a smooth finishing tool that will give a bull-nosed edge to 1/2 inch radius.
2. Exterior surfaces shall be hard, dense, and as smooth as finished lumber.
3. All surfaces to receive contacting timber shall be smooth and true to within 1/32 inch.
4. Each float module shall be permanently marked in an accessible place on the exterior surface by a stamp, of an approved type and design, embedded approximately 1/8 inch, but not more than 3/16 inch, into the concrete surface, identifying the manufacturer and showing casting date and lot number. Such information shall be imprinted on the concrete before it has hardened and shall not be altered thereafter.
5. Voids up to 1/2 inch diameter or 1/8 inch depth shall be patched with an approved epoxy grout. Larger voids may only be repaired with approval.
6. Precast concrete containing hairline cracks which are visible but not measurable by ordinary means may be accepted. Precast concrete containing cracks 0.02 inch wide and over may only be repaired with approval. Any precast float that is structurally impaired or contains honeycombed sections deep enough to expose reinforcing shall be rejected.

e. Curing, Handling and Storage

1. Except as otherwise approved, floats shall be cured for a minimum period of 7 days before transporting or assembling. Curing may be effected by any of the following methods:
    - a. Spraying with "Hunt's Process" or equal as soon as exposed surfaces are firmly set and as soon as forms are removed from formed surfaces.
    - b. Covering with burlap or other suitable material and keeping constantly wet.
    - c. Immersing in water.
  2. The Contractor shall select the method of curing and be responsible for the result, except that all curing shall be with complete protection from sun, wind, and freezing temperatures.
- f. The weight of the complete float modules shall not vary from the theoretical weight or mean weight of all similar units by more than 6 percent. Submit a program to verify actual weights.

### 2.3 GUIDE PILE ROLLERS

- a. Rollers shall be black UHMW polyethylene and shall be secured with Type 316 or 304 stainless steel fasteners.
- b. Rollers shall be adjustable to accommodate guide pile installation tolerances; clearance between each roller and the pile shall be adjusted to 1 inch maximum and 1/2 inch minimum under "no load" condition. Fixed or binding guides are prohibited.

## 2.4 DOCK CLEATS

- a. Dock cleats shall be cast aluminum-magnesium, galvanized malleable iron, or galvanized cast steel open base cleats Type 504H as supplied by Henderson Marine Supply, Seaport Marine, or approved equal. Cleat locations and sizes shall be as indicated on the project drawings. Attach cleats to the docks/wales in accordance with the dock manufacturers' recommendation.
- b. Hardware used to connect dock cleats shall be stainless steel.

## 2.5 DOCK BUMPERS

- a. Dock bumpers shall be continuous neoprene or rubber D-type fenders gray or white in color, non-marking. The bumper strip shall be applied to the exposed edges and corners of all docks.
- b. Install all bumpers per manufacturer's recommendation, using large headed non-staining aluminum or stainless steel nails.

## 2.6 WOOD CONSTRUCTION MATERIALS

- a. Wood materials, including structural wood wales and rub boards, shall be fabricated from Southern Yellow Pine. Structural lumber shall be S4S No. 1 Dense Southern Yellow Pine.
- b. Preservative Treatment: Treat wood to be used in contact with salt water or salt water splash in accordance with AWP A U1, Use Category 5B (Marine Use Central Waters), Commodity Section G with waterborne preservative in accordance with AWP A P5. For wood not in contact with salt water or salt water splash, treatment shall be in accordance with AWP A U1, Use Category 4C (Marine Out of Water and Ground Contact, Salt Water Splash), Commodity Section G with waterborne preservative in accordance with AWP A P5, except that chromated zinc chlorides, pentachlorophenol-ammoniacal systems, and alkyl ammonium compounds will not be allowed. The Contractor shall be responsible for the quality of treated wood products. Wood members shall be fabricated to length and drilled before treatment inasmuch as practicable. Field working of treated lumber shall be held to a minimum. Field cutting and drilling shall require treatment of exposed surfaces in accordance with AWP A M4.
- c. Design, fabrication and installation of wood construction materials shall conform to NFPA specifications for wood construction.

## 2.7 WELDMENTS AND HARDWARE

- a. Structural steel shall conform Type 316L and be a minimum 1/4 inch thick. Design, fabrication and erection of structural steel shall conform to AISC Steel Construction Manual.
- b. Bolts, nuts, and washers, including wale through-rods shall be Type 316 or Type 304 unless otherwise noted. Bolts shall be ASTM F593, Group 2. Nuts shall be ASTM F594, Group 2. Washers shall be used with all nuts and bolts. Round plate washers shall be used for bearing on wood; cut washers shall be used for bearing on steel. Secure all fasteners with helical spring type lock washers.
- c. Fasteners for dock accessories embedded in concrete, or if thru-bolted through the wale, shall be stainless steel, unless otherwise noted.

- d. Guide pile frames shall be Type 316L stainless steel external mounts and shall allow longitudinal field adjustment of their positions on 4 inch centers.

## 2.8 PLASTIC LUMBER AND POLYMER BOARD

- a. Plastic lumber for use as rub boards shall be UV stabilized UHMW or structural grade HDPE unless otherwise noted.
- b. Attach polymer board and plastic lumber with stainless steel fasteners.

## 2.9 PILE CAPS

- A. Guide piles shall have a properly sized and fitted white, fiberglass minimum 1/8 inch thick pile cap as supplied by Henderson Marine Supply or approved equal. Mount in accordance with cap manufacturer's recommendations.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- a. Prior to erection, and again after installation, precast floats shall be checked for damage, such as cracking, spalling, and honeycombing. Precast floats that do not meet the surface finish requirements specified in Paragraph "CONCRETE FINISHING" shall be repaired, or removed and replaced with new precast floats.
- b. Installation shall be in accordance with approved shop drawings with connections tightened as required after complete installation of each unit of the work in the water and before final inspection.
- c. All welding shall be performed under the supervision of properly certified welders and shall conform to the current specifications of the American Welding Society.
- d. Fasteners shall not protrude beyond the fascia into the berthing area. Fasteners protruding above the surface of the deck shall have a low, rounded profile.
- e. Bolts shall be of the size required, with adequate thread length. Holes for all lag bolts and screws shall be pre-drilled and turned into place. Driving is not allowed.
- f. Lumber and composite timber shall be fabricated accurately to provide uniform gaps and butt joint connections.
- g. Lumber splices shall not exceed 1/2 inch between adjoining ends.
- h. All wales, fascia, spacers, panels, or any other members, which are subject to foot traffic, shall be flush with the concrete walking surface.
- i. Holes or cuts requiring reinforcing to be cut, which are not indicated on the approved shop drawing, shall only be made with the approval of the Design-Builder and the precast manufacturer. Drill holes less than 12 inches in diameter with a diamond tipped core drill.

### 3.2 DOCK ACCESSORIES

- a. All dock accessories shall be installed in accordance with the drawings, specifications and the manufacturer's recommended method of installation.
- b. Schedule installation of dock accessories to avoid damage from other work.

### 3.3 DOCK UTILITIES

- a. Coordinate the location of piping and electrical conduit so as to avoid interferences with each other and dock system structure. Cutting or coring of structural members on account of utility interference shall not be permitted.
- b. Support pipe and conduit by stainless steel mounting straps, brackets or hangers. Fasten using stainless steel screws to wood and stainless steel concrete inserts/anchor bolts to concrete. Pipe support shall allow sufficient pipe/conduit motion at dock system joints to prevent line failure due to flexing. For lines suspended underneath the walers, mounting straps shall allow a clearance of 1/2" between top of pipe/conduit and bottom of waler to permit motion.

### 3.4 DOCK SYSTEM TOLERANCES

- a. Install floating dock system to the planned dimensions within the tolerances shown on the project drawings or specified herein. Any float exceeding the allowable tolerances shall be removed and replaced.
- b. Float Fabrication Tolerances: (allowable variation of construction dimension from nominal dimension shown on the project drawings)
  - 1. Float Width: +/- 3 inches from nominal float width.
  - 2. Float Depth: As required to satisfy freeboard requirements.
  - 3. Note: The above tolerances are intended to permit flexibility adapting available formwork for use on this project. Once the construction dimension is fixed by the Contractor, more stringent casting tolerances shall govern.
- c. Dock freeboard that is less than specified may be corrected by placing supplemental flotation under the dock only with the approval of the Design-Builder. Supplemental floats shall consist of polyethylene shells, 0.15 inch minimum thickness, encapsulating expanded polystyrene foam cores designed for complete submersion in water with no vents or air valves. The floats shall interlock with the dock to prevent lateral displacement on accordance with the dock manufacturer's recommendation.

**-- End of Section --**

**SECTION 35 51 14 – ALUMINUM FLOATING DOCK SYSTEMS****PART 1 - GENERAL****1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.

**AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)**

ANSI B18.22.1 (1965; Rev 2009) Plain Washers

**AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)**

ASCE 7 (2010; Errata 2011; Supp 1 2013) Minimum Design Loads for Buildings and Other Structures

**AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)**

AWPA M4 (2011) Standard for the Care of Preservative-Treated Wood Products

AWPA P5 (2014) Standard for Waterborne Preservatives

AWPA U1 (2014) Use Category System: User Specification for Treated Wood

**ASTM INTERNATIONAL (ASTM)**

ASTM A36 (2012) Carbon Structural Steel

ASTM A123 (2013) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A153 (2009) Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A 276 (2008a) Standard Specification for Stainless Steel Bars and Shapes

ASTM A307 (2014) Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength

ASTM B 209 (2014) Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

ASTM B 211 (2012) Standard Specification for Aluminum and Aluminum-Alloy Bar, Rod, and Wire

ASTM B 221 (2012) Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes

ASTM B 308/B 308M (2010) Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles

ASTM B 429/B 429M (2010) Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube

ASTM B 574 (2015) Standard Specification for Low-Carbon Nickel-Molybdenum-Chromium, Low-Carbon Nickel-Chromium-Molybdenum, Low-Carbon Nickel-Molybdenum-Chromium-Tantalum, Low-Carbon Nickel-Chromium-Molybdenum-Copper, Low-Carbon Nickel-Chromium-Molybdenum-Tungsten Alloy Rod

ASTM C578 (2014a) Rigid, Cellular Polystyrene Thermal Insulation

ASTM D 143 (2014) Standard Test Methods for Small Clear Specimens of Timber

ASTM D792	(2013) Density and Specific Gravity (Relative Density) of Plastics by Displacement
ASTM D 1037	(2012) Evaluating Properties of Wood-Base Fiber and Particle Panel Materials
ASTM D 1187	Asphalt-Base Emulsions for Use as Protective Coatings for Metal
ASTM D 1413	(2007e1) Wood Preservatives by Laboratory Soil-Block Cultures
ASTM D 1435	(2013) Standard Practice for Outdoor Weathering of Plastics
ASTM D 1621	(2010) Compressive Properties of Rigid Cellular Plastics
ASTM D 6109	(2013) Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastic Lumber and Related Products
ASTM F593	(2013a) Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594	(2009e1) Stainless Steel Nuts

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

AWS D1.1/D1.1M	(2015) Structural Welding Code - Steel
AWS D1.2/D1.2M	(2014) Structural Welding Code - Aluminum
AWS D1.4/D1.4M	(2005; Errata 2005) Structural Welding Code - Reinforcing Steel

FEDERAL SPECIFICATIONS (FS)

FS TT-P-664	(Rev. D) Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant
-------------	---

1.2 SYSTEM DESCRIPTION

- A. Scope of Work: This Section consists of the design, fabrication, and installation of an aluminum framed floating dock systems with composite timber decking, complete and ready to use, including polyethylene encapsulated floatation float systems; timber, glue laminated timber, or composite timber wales (if applicable); aluminum framing and connection hardware; pile guide frames; and dock accessories. Dock accessories shall include everything on or within the docks that is not considered a structural component of the system, including but not limited to cleats, fenders, rub strips, bumpers, rub rail, corner guards, wear plates, hinge plates, armoring, and all other ancillary components, devices, and features to provide for a complete system.
- B. The layout and functional dimensions of the floating dock system are indicated on the project drawings. The floating dock systems shall be designed by the manufacturer to meet all requirements of the project drawings and these specifications. All materials shall be compatible and suited for sustained use in a marine environment.

1.3 DESIGN CRITERIA FOR FLOATING DOCKS

- A. Information presented herein is based upon the Designer's best estimate of those factors that reasonably can be expected to affect the design, performance, and durability of the floating dock system. The proposed floating dock system shall be subject to thorough engineering analysis using all relevant criteria that could affect the stability, structural integrity and durability of the dock system based on the performance criteria as indicated on project drawings and specified herein.

- B. Submitted calculations shall demonstrate that the floating dock systems are designed to withstand the required loading without damage, including floating structures, guide piles, and all ancillary components and connections, using the criteria specified in this Section as a minimum requirement. The design loads, load combinations and allowable stresses are described herein.
- C. The dock system shall be installed along the west bank of the Hillsborough River in Tampa. This section of the Hillsborough River is characterized as a tidally influenced water body. The floating aluminum dock system shall take into account passing water taxis and power boats.
- D. The layout and principal dimensions of the floating dock systems are indicated on the project drawings. The Contractor shall provide a system that conforms to the layout and dimensions indicated in the project drawings, and the provisions of these specifications. Minor variances in dock dimensions to accommodate manufacturer's standard products are acceptable with approval.

Main framing of dock shall consist of aluminum channel or truss with polyethylene float modules fully encasing polystyrene foam core. Decking shall consist of one inch thick minimum composite timber decking boards.

Modules shall be connected to form continuous sections of floating dock by bolted connections capable of transmitting all loads imposed upon individual dock modules, or combinations of dock modules, to the floating dock restraint system.

- E. Deck freeboard for the floats at the motorized transient docking facility under dead load only at the time of dock system acceptance shall be 19 in. unless otherwise shown on the drawings, with a tolerance of +/- 1 inch. The row docks under dead load only at the time of dock system acceptance shall be 10 inches unless otherwise shown on the drawings, with a tolerance of +/- 1 inch. Freeboard under combined dead load plus uniform live load, shall not be less than 10 inches for the transient docks and shall not be less than 4 inches for the row dock.
- F. The floating dock systems shall be designed to float level under dead load. The deck of the float modules shall be level and flush upon completion within the following tolerances.
  - 1. Dead Load Deck Surface Slope
    - a. Transverse Direction: Not more than 1/8 inch per foot.
    - b. Longitudinal Direction: Not more than 1 inch per 10 feet of length.
    - c. Always within specified freeboard.
  - 2. Assembly Gap between Adjoining Floats: Minimum 1/4 inch, maximum 1/2 inch on ADA accessible routes or 3/4 inch all others.
  - 3. Vertical Height Difference between Adjoining Floats, Wales and Deck Panels: Maximum 1/4 inch on ADA accessible routes or 3/8 inch all others.
- G. Cross slope with the concentrated live load placed anywhere on the float shall not exceed 4 percent or 3 inches differential freeboard across the float, whichever is less.
- H. Special floats shall be designed to support the superimposed dead loads imposed by gangways, ramps, or other dock accessories. Float modules with superimposed loads shall have the same freeboard as floats with no such loading, so that there will be no residual stresses when the floats are interconnected and to ensure that the dock system deck is level within the specified tolerance. Individual float module depth shall be designed to provide support for concentrated loads to ensure that the floating dock system maintains the specified freeboard within the required tolerance.

1. The floating dock system shall be designed to be restrained by guide piles as indicated on the Project Drawings.
2. For the guide pile anchored docks, the guide pile size and location shown in the Drawings are based on preliminary analysis by the Owner’s Engineer from the environmental conditions and the estimated design loads. The Contractor shall determine the final size, wall thickness, tip penetration, length and location in their final design of the proposed system.

1.4 DESIGN LOADS

- A. Docks and dock restraint systems shall be designed for the following load and geometric conditions as a minimum. Load cases shall be combined based on their probability of their simultaneous occurrence, and in accordance with applicable codes and standards. Calculations shall be performed for loads both parallel and perpendicular to the dock and dock restraint systems, with consideration for differential movement between adjacent dock segments.
- B. Dead Load (DL) shall consist of the weight of float modules, framing, wales, attachment steel, miscellaneous connection devices, and all other permanently attached accessories such as cleats, ramps, etc. Contractor shall exercise care to be sure that all dead loads are accurately determined and accounted for, including superimposed gangway loads, consideration of weight gain due to water absorption, and manufacturing tolerances that affect the final freeboard.
- C. Minimum vertical live loads shall consist of the following:
  1. Uniform Live Load (ULL) shall be 40 psf, for the transient docking facility including the area of landings and ramps supported by the dock. A ULL shall be 25 psf for the row dock.
  2. Concentrated Live Load (CLL) of 400 pounds, applied at any location on the floating dock greater than 12 inches from the edge.
- D. Design Vessel for the dock systems are as follows:

Design Vessels	Location (Number)	Effective Beam, B (ft)	Effective Draft (ft)
30-foot	Transient Dock	12	2.5

- E. Environmental loads for the transient docking facility shall consist of the following criteria. For the row docks, dock shall be designed for the “without vessels in place” conditions:
  1. Wind Load (WL) on the projected area of a vessel/dock combination shall be applied as follows:
    - a. Wind Pressure of 15 psf with vessels in place.
    - b. Wind Pressure of 50 psf without vessels in place.
    - c. Design Vessel Effective Windage Height = 15% x Length of Vessel for recreational vessels.
    - d. Wind Load Application
      - i. Assume 100 percent berth occupancy.
      - ii. 100 percent applied to vessels in the unshielded berths or row.

- iii. 20 percent applied to all vessels in the remaining (shielded) berths, provided 100 percent loading is applied for the design of each dock finger and finger connection.
  - iv. Transverse load on vessel applied at the 1/3 and 2/3 points to the dock finger.
  - v. Longitudinal load on vessel applied at vessel centerline to the main walkway.
  - vi. On docks where the berth length is not defined ('side-ties'), wind loads shall be based on the maximum vessel length (L) to be accommodated, spaced at 1.25 x L over the length of the dock.
- e. Mooring load from line pull acting in any direction from any cleat location, applied at a 45-degree angle from the horizontal.
2. Vertical Wave Load (VWL) shall be applied as follows:
- a. Wave height (Hsig) of 1.0 feet and wave periods ranging from 1.5 to of 2.0 seconds with or without vessels in place.
  - b. Wave length equal to 30 feet or length of dock, whichever is less.
  - c. Wave direction (propagation) parallel and perpendicular to longitudinal axis of dock.
3. Current Load (CL) shall be based on a current speed of 0.2 knots with vessels in place and 0.5 knots without vessels and shall be combined with other loads as specified.
4. Impact Load (IL) due to impact of a vessel shall be applied as follows:
- a. Vessel docking weight equivalent to  $12 \times L^2$  for recreational vessels.
  - b. Vessel approach at a speed of 2 feet per second and an angle of 45 degrees from the axis of the dock.
  - c. Impact loads applied at outboard end and to side tie berths at the midpoint between anchorage/pile supports.
  - d. On side tie docks, impact loads shall be based on the maximum vessel length to be accommodated.
- F. Design loads for lifting, handling, transport, and installation.
- G. The minimum gangway load shall consist of:
1. Superimposed dead load of the gangway structure tributary to any possible location on the dock.
  2. Transferred uniform live load of 50 psf on the gangway area tributary to the dock.
- H. Combined loading cases for design; load factors shall be in accordance with the current ASCE 7 (load cases shall be labeled in calculations submitted in accordance with this specification) (Consider wind load cases parallel and perpendicular to axis of dock and finger):
1. Case 1 – DL only, including any superimposed gangway dead load

2. Case 2 – DL + ULL, including any transferred gangway loads
3. Case 3 – DL + CLL
4. Case 4a – DL + Parallel WL + VWL+ CL
5. Case 4b – DL + Perpendicular WL + VWL + CL
6. Case 5 – DL + ULL + CL

I. Design Calculations

1. Calculations for loads imposed by the handling and lifting methods to be employed shall be provided.
2. The material strength properties, load factors and capacity reduction factors shall be as defined by the applicable code.
3. The design calculations shall include, but not be limited to the following:
  - a. Determination of extreme fiber stresses in structural members for all load cases
  - b. Stresses in the dock system connections for all load cases
  - c. Transfer of moored vessel forces and to the dock system
  - d. Transfer of dock system loads to guide piles that consider the difference in the structural stiffness of the dock system and the guide piles of various lengths and section
  - e. Transfer of forces at guide pile frames and connections
  - f. Transfer of forces at dock modules and dock module connections
  - g. Freeboard calculations for all float modules
  - h. Differential movement between dock modules, including main walkways and docks
  - i. Lifting, handling, transport and storage
  - j. Transfer of guide pile loads to soil, including analysis of pile-soil interaction

1.5 REQUIREMENTS FOR GUIDE PILE SYSTEM

- A. A geotechnical report that contains relevant soils information has been prepared for the project and is included as an attachment to the bid package.
- B. The following range of water elevations, based on North American Vertical Datum (NAVD88) were considered when designing the dock anchoring system:
  1. FEMA 100-Year Elevation +10.00 feet
  2. MHHW (Mean Higher High Water) +1.06 feet
  3. MHW (Mean High Water) +0.77 feet

4.	NAVD (North American Vertical Datum of 1988)	+0.00 feet
5.	MLW (Mean Low Water)	-1.29 feet
6.	MLLW (Mean Lower Low Water)	-1.48 feet
7.	Minimum	-2.48 feet

C. Guide Piles

1. Prestressed concrete guide piles shall be fabricated and installed in accordance with FDOT Design Standard Index. Contractor may utilize a steel pipe pile of similar capacity in lieu of the prestressed concrete pile. The steel pipe pile shall have corrosion inhibiting coating and utilize an HDPE sleeve to prevent wearing.
2. The Contractor shall determine the section, length, tip elevation, and location of guide piles required for the proposed dock system in order to optimize the overall dock design, revising the tentative guide pile design indicated on the Drawings as necessary.
3. Pile design criteria indicated on the Drawings include the pile cut-off elevation, the design water levels that determine the elevation of the applied dock load, and the local water depth.
4. The pile guide frames shall be designed to permit removal of a floating dock module from the guide pile system by simple bolt removal for repair purposes.
5. Pile design criteria indicated on the project drawings include the design water levels that determine the elevation of the applied dock load and the basin bottom elevations.
6. Lateral load shall be applied to the guide piles at an elevation of +12.5 feet NAVD determined by the sum of (a) FEMA 100-year flood elevation of +10.00 feet NAVD, (b) Surge height equal to 70% of the significant wave height or 0.7 feet, and (c) Dock freeboard of 19 inches.

1.6 SUBMITTALS

- A. The Contractor shall submit the following in accordance with Contract Documents. Note that approval of the submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the specifications nor from responsibility of errors of any sort in the submittals.
- B. SD-02 Shop Drawings
  1. Floating Dock Systems: Prior to fabrication of the floating dock system components, submit shop drawings signed and sealed by a registered Professional Engineer in the State of Florida. The shop drawings shall indicate the proposed layouts and size float module dimensions, float module construction details, connection details, and location and methods for attaching accessories. Submit shop drawings for all specially fabricated items including pile guides, connections, railing, curbing, cleat installation, cover plates, embedments, wear and hinge plates, and catalog sheets for all standard manufactured items that are to be incorporated into the floating dock system. In addition, submit the following as part of the shop drawing submittal:
    - a. Marking of floats for assembly
    - b. Connections between floats, and connections between floats and other construction

- c. Pile guides and anchor rode connections
  - d. Anchoring systems
  - e. Location and anchorage of mooring fittings
  - f. Wale size and splice pattern
  - g. Reinforcing details
  - h. Lifting and assembly inserts and embedded items
  - i. Dimensions and surface finishes of each float
  - j. Erection sequence and handling requirements
  - k. Bracing/shoring/methods of temporary support
- C. SD-03 Product Data
- 1. Cleats and Other Mooring Fittings
  - 2. Bumper Strips and Corner Bumpers
  - 3. Pile Guide Rollers
  - 4. Anchor Rode
- D. SD-05 Design Data
- 1. Design Computations: Prior to ordering dock and anchor system materials, submit design calculations signed and sealed by a registered Professional Engineer in the State of Florida. The calculations shall demonstrate that the floating dock and dock restraint systems, using the criteria specified herein as minimum requirements, are designed to satisfy all performance criteria. The Contractor shall not order dock and restraint system materials until such time design calculations are reviewed and found to be acceptable.
- E. SD-06 Test Reports (submit as applicable for manufacturer's specific design)
- 1. Timber and Timber Treatment
  - 2. Fasteners
  - 3. Composite timber
  - 4. Aluminum alloy
  - 5. Float Module Materials (Polystyrene)
  - 6. Polyethylene Pontoon Materials
  - 7. Welded Wire Fabric
  - 8. Structural Steel
  - 9. Foam Water Absorption

10. UHMW-PE
11. Aluminum Plates and Shapes
12. Stainless Steel
13. Welder Qualifications

F. SD-08 Manufacturer's Instructions

1. Prior to completion of the floating dock system, submit operation and maintenance procedures manual for all floating dock system components. The manual shall include instructions, recommended frequencies of maintenance and maintenance procedures and materials by brand name and specification. All data shall be on 8 1/2 by 11 inches (and 11 by 17 inches, folder to fit) sheets of paper bound together in a book with a protective cover. The binder external cover shall be identified as "Floating Dock System Operation and Maintenance Procedures".

G. SD-11 Closeout Submittals

1. Prior to completion of the floating dock system, submit a complete and accurate record of all float modules manufactured.

1.7 DELIVERY, HANDLING AND STORAGE

- A. Use all means necessary to protect materials before, during, and after delivery to the work site, and to protect the installed work and materials of all other trades. Use extreme care in the off-loading of materials to prevent damage.
- B. Deliver the materials to the work site and store, all in a safe area, out of the way of traffic, and shored up off the ground surface.
- C. Place identification numbers on all float modules (such they are not covered up after assembly) that conforms to the shop drawing numbering system. Also identify hardware and framing lumber and store separately from each other. Protect all metal products with adequate weatherproof outer wrappings.
- D. In the event of damage caused by the Contractor, immediately make repairs and/or replacements as necessary.

1.8 QUALITY CONTROL PROCEDURES

- A. Tests and inspections shall be performed by the Contractor using qualified individuals, engineering companies, and testing laboratories that shall perform those special inspections specified herein and such other tests and inspections as may be required to establish the acceptability of the work.
- B. Float manufacturing plant shall have an established quality control system for the manufacture of aluminum framing and polyethylene float modules. The manufacturer shall provide documentation of his ongoing quality control program covering floating dock manufacturing. Weld quality control shall be an AWS certified program; qualify welders using procedures, materials, and equipment of the type required for the work. The Engineer, prior to start of floating dock fabrication, shall review and approve the proposed quality assurance program and welder's AWS certifications.

1.9 WARRANTY

- A. The individual floating dock modules shall carry a warranty against defects in materials and workmanship for a period of five (5) years with maintenance from the date of project acceptance. All other dock system components, including structural members and accessory items, shall carry a warranty against defects in materials and workmanship for one (1) year from the date of project acceptance or the Manufacturer's warranty whichever is greater. If within the respective warranty periods any materials or their installation are found to be defective, the Contractor shall repair or replace the defective item. This warranty excludes coverage for damage caused by abuse, misuse or neglect, and improper maintenance unless the Contractor is obligated to provide warranty maintenance under the terms of the contract.

## PART 2 - PRODUCTS

### 2.1 FLOATING DOCK MODULES

- A. Aluminum: Aluminum Alloy Series 5000 or Series 6000 and shall be in accordance with AA Specification for Aluminum Structures, ASTM B 209, ASTM B 211, ASTM B 221, ASTM B 308/B 308M, ASTM B 429/B 429M, and ASTM B 574 for various metals used. All welds shall be in accordance with AWS D1.2/D1.2M.
- B. Metal Accessories: Provide Aluminum or Stainless Steel. Stainless Steel shall conform to ASTM A 276, Type 316 or 316L as applicable. Dissimilar metals shall be isolated with a FS TT-P-664 protective coating to prevent galvanic or corrosive action.
  1. Structural Steel: ASTM A 36/A 36M. All fabricated and miscellaneous steel shall be a minimum of 3/8 in. thick and shall be hot-dipped galvanized after fabrication in accordance with ASTM A 123/A 123M. All welding shall comply with AWS D1.1/D1.1M.
  2. Fasteners: ASTM F 593 and ASTM F 594. All bolts, screws, and nuts shall be Type 304 or 316 Stainless Steel. Washers shall comply with the requirements of ANSI B18.22.1 and shall be Type 304 or 316 Stainless Steel.
- C. Foam Core
  1. Polystyrene Foam: Expanded polystyrene foam (EPS) conforming to ASTM D 1621 or ASTM C 578, Type I shall be used. EPS core shall be fully encapsulated on all sides. Representative samples shall be taken from each day's foam production and tested for water absorption. Water absorption in excess of 1 percent by volume, when submerged for a period of 24 hours, shall be cause for rejection of the foam. Accurate records of water absorption tests shall be kept at the manufacturing facility. Copies of these records shall be furnished to the Engineer.
  2. Reground Materials Prohibited: All flotation material used in the fabrication of the pontoons shall be made from new material especially manufactured for the intended use. No reground materials shall be allowed and the supplier of the material shall certify that no reground material is used in this project.
  3. Flotation Units: All units shall be rotationally molded for seamless one-piece construction. Flotation encapsulation material shall be manufactured from linear virgin polyethylene resin containing UV ray inhibitors and carbon black pigment. Normal wall thickness shall be a minimum of 0.150 in. Flotation units shall be designed to maintain the desired buoyancy and freeboard even if punctured or cracked. Flotation unit and frame to act as one integral unit.

- D. Timber and Wood Products: All timber shall be fabricated from composite timber. Composite timber shall be manufactured with HPDE and wood flour, extruded into sizes and shapes indicated. Material shall contain UV inhibitor, be flame retardant, slip resistant and fungal resistant. Material shall have the following minimum properties:

1. Specific Gravity (ASTM D-792): 1.2 g/cu. cm.
2. Flexural Properties (ASTM D-6109):
  - a. Modulus of Elasticity (MOE): 540,000 psi.- Ultimate
  - b. Modulus of Rupture (MOR): 3,000 psi. - Ultimate
3. Hardness (ASTM D-143): 225 lb.
4. Water Absorption (ASTM D-1037):
  - a. %vol. <1.35%,
  - b. %mass <1.29%.
5. Slip resistance (ASTM F-1679):
  - a. Dry: 0.54
  - b. Wet: 0.43
6. Fungus Resistance (Brown/White Rot Fungus) (ASTM D-1413): No decay.

## 2.2 GUIDE PILE ROLLERS

- A. Rollers shall be black UHMW polyethylene and shall be secured with Type 316 or 304 stainless steel fasteners.
- B. Rollers shall be adjustable to accommodate guide pile installation tolerances; clearance between each roller and the pile shall be adjusted to 1 inch maximum and 1/2 inch minimum under “no load” condition. Fixed or binding guides are prohibited.

## 2.3 DOCK CLEATS

- A. Dock cleats shall be cast aluminum-magnesium, galvanized malleable iron, or galvanized cast steel open base cleats Type 504H as supplied by Henderson Marine Supply, Seaport Marine, or approved equal. Cleat locations and sizes shall be as indicated on the project drawings. Attach cleats to the docks/wales in accordance with the dock manufacturers’ recommendation.
- B. Where aluminum is in contact with concrete or wood subject to wetting, protect with ASTM D 1187 asphalt-base emulsion.

## 2.4 SAFETY LADDERS

- A. Ladders shall be Aluminum 600 Series.
- B. Provide ladders in location specified on the Contract Drawings.

## 2.5 DOCK BUMPERS

- A. Dock bumpers shall be continuous neoprene or rubber D-type fenders gray or white in color, non-marking. The bumper strip shall be applied to the exposed edges and corners of all docks.
- B. Install all bumpers per manufacturer’s recommendation, using large headed non-staining aluminum or stainless-steel nails.

## 2.6 WELDMENTS AND HARDWARE

- A. Structural steel shall conform to ASTM A36 and be a minimum 1/4 inch thick. Design, fabrication and erection of structural steel shall conform to AISC Steel Construction Manual. Hot-dip galvanize after fabrication in accordance with ASTM A123.
- B. Standard bolts and nuts shall conform to ASTM A36, ASTM A449, ASTM A325 and ASTM A307. Washers shall be used with all nuts and bolts. Round plate washers shall be used for bearing on wood; cut washers shall be used for bearing on steel. Secure all fasteners with helical spring type lock washers. Hot-dip galvanize all steel fasteners in accordance with ASTM A153.
- C. Stainless steel hardware shall be Type 316 or Type 304 unless otherwise noted. Bolts shall be ASTM F593, Group 2. Nuts shall be ASTM F594, Group 2.
- D. Guide pile frames shall be external mounts and shall allow longitudinal field adjustment of their positions on 4 inch centers.
- E. Dissimilar metals shall be isolated with a FS TT-P-664 protective coating to prevent galvanic or corrosive action.

## 2.7 PILE CAPS

- A. Guide piles shall have a properly sized and fitted white, fiberglass minimum 1/8 inch thick pile cap as supplied by Henderson Marine Supply or approved equal. Mount in accordance with cap manufacturer's recommendations.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Installation shall be in accordance with approved shop drawings with connections tightened as required after complete installation of each unit of the work in the water and before final inspection.
- B. All welding shall be performed under the supervision of properly certified welders and shall conform to the current specifications of the American Welding Society.
- C. Fasteners shall not protrude beyond the fascia into the berthing area. Fasteners protruding above the surface of the deck shall have a low, rounded profile.
- D. Bolts shall be of the size required, with adequate thread length. Holes for all lag bolts and screws shall be pre-drilled and turned into place. Driving is not allowed.
- E. Lumber and composite timber shall be fabricated accurately to provide uniform gaps and butt joint connections.
- F. Lumber splices shall not exceed 1/2 inch between adjoining ends.
- G. All wales, fascia, spacers, panels, or any other members, which are subject to foot traffic, shall be flush with composite wood walking surface.
- H. Holes or cuts requiring reinforcing to be cut, which are not indicated on the approved shop drawing, shall only be made with the approval of the Owner's Engineer and the precast manufacturer. Drill holes less than 12 inches in diameter with a diamond tipped core drill.

### 3.2 DOCK ACCESSORIES

- A. All dock accessories shall be installed in accordance with the drawings, specifications and the manufacturer's recommended method of installation.
- B. Schedule installation of dock accessories to avoid damage from other work.

3.3 DOCK SYSTEM TOLERANCES

- A. Install floating dock system to the planned dimensions within the tolerances shown on the project drawings or specified herein. Any float exceeding the allowable tolerances shall be removed and replaced.
- B. Float Fabrication Tolerances: (allowable variation of construction dimension from nominal dimension shown on the project drawings)
  - 1. Float Width: +/- 3 inches from nominal float width.
  - 2. Float Depth: As required to satisfy freeboard requirements.
  - 3. Note: The above tolerances are intended to permit flexibility adapting available formwork for use on this project. Once the construction dimension is fixed by the Contractor, more stringent casting tolerances shall govern.
- C. Dock freeboard that is less than specified may be corrected by placing supplemental flotation under the dock only with the approval of the Owner's Representative. Supplemental floats shall consist of polyethylene shells, 0.15 inch minimum thickness, encapsulating expanded polystyrene foam cores designed for complete submersion in water with no vents or air valves. The floats shall interlock with the dock to prevent lateral displacement on accordance with the dock manufacturer's recommendation.

**-- End of Section --**

April 16, 2018

City of Tampa  
Attn: James Jackson, City Architect  
306 E. Jackson Street, 4N  
Tampa, FL 33602

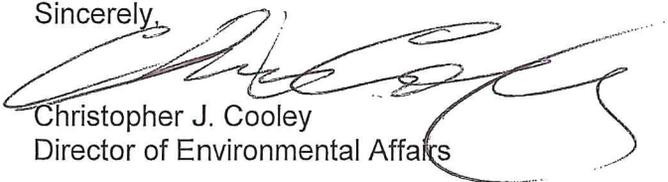
**Reference: Port Tampa Bay Minor Work Permit No. 18-003**

Enclosed is the Tampa Port Authority, d/b/a Port Tampa Bay (PTB), minor work permit for which you made application. Please review this document and attachments carefully, paying particular attention to the stipulations and approved drawings. This permit is effective immediately. However, work on your project may not begin until all other applicable local, state and federal authorizations have been obtained. This permit shall expire on the date indicated. This authorization will be valid until such time as it is amended, replaced, or revoked.

This permit authorizes the above named applicant, hereinafter referred to as the Permittee, to perform the described work on or adjacent to submerged lands of City of Tampa and/or Port Tampa Bay. This work shall be accomplished in accordance with the general and specific stipulations hereinafter defined.

Acceptance of this permit constitutes acceptance of all the attached stipulations and drawings. Compliance with all stipulations is necessary for the permit to be considered valid. Should you have objections to any of these stipulations, you must file your objections, in writing, with this Authority within fourteen (14) days of the above date.

Sincerely,



Christopher J. Cooley  
Director of Environmental Affairs

Enclosures

Cc: File (MWP 18-003)  
[James.jackson@tampagov.net](mailto:James.jackson@tampagov.net)  
[icanner@moffattnichol.com](mailto:icanner@moffattnichol.com)  
[mgcastano@moffattnichol.com](mailto:mgcastano@moffattnichol.com)  
[colleges@plancom.org](mailto:colleges@plancom.org)  
[leslieh@epchc.org](mailto:leslieh@epchc.org)  
[Anthony.pidala@dep.state.fl.us](mailto:Anthony.pidala@dep.state.fl.us)  
[Leanne.e.obra@usace.army.mil](mailto:Leanne.e.obra@usace.army.mil)



**PORT TAMPA BAY™**

# **PERMIT**

**MINOR WORK PERMIT NUMBER: 18-003**

**PERMITTEE: CITY OF TAMPA  
ATTN: JAMES JACKSON, CITY ARCHITECT  
306 E. JACKSON STREET, 4N  
TAMPA, FL 33602**

**AGENT: MOFFATT AND NICHOL  
ATTN: ISAAC CANNER  
1509 W. SWANN AVE, SUITE 225  
TAMPA, FL 33606**

**PROJECT DESCRIPTION: REPLACE SECTION OF THE EXISTING CONCRETE BOAT RAMP, REMOVE EXISTING SOUTH DOCK INCLUDING THE SMALL FLOATING DOCK, NORTH DOCK AND BOARWALK STRUCTURES; CONSTRUCT A REPLACEMENT 1,116 SF SOUTH DOCK STRUCTURE INCLUDING A FLOATING KAYAK LAUNCH AND ACCESS GANGWAY RAMP, CONSTRUCT A REPLACEMENT 1,196 SF NORTH DOCK STRUCTURE, AND CONSTRUCT A REPLACEMENT 1,497 SF BOARDWALK STRUCTURE; AND REPLACE AN APPROXIMATELY 80 LINEAR FEET SECTION OF SEAWALL PURSUANT TO PERMIT EXHIBITS AND STIPULATIONS**

**PROJECT LOCATION: LOWRY PARK AT 7525 N BOULEVARD, TAMPA, FL  
HILLSBOROUGH RIVER  
FOLIO # 100609.0000; Section 25, Township 28S, Range 18E**

**DATE OF ISSUE: APRIL 16, 2018  
EXPIRATION DATE: APRIL 30, 2019**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**THIS PERMIT NOTICE MUST BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF WORK**

## PORT TAMPA BAY GENERAL PERMIT STIPULATIONS:

1. The proposed work shall be done in accordance with the approved drawings attached hereto as Exhibits.
2. The Permittee shall notify Port Tampa Bay when work under this permit is initiated and shall further notify PTB when work under this permit has been completed. Port Tampa Bay staff reserves the right to inspect all work conducted pursuant to this permit to ensure compliance with these stipulations.
3. The enclosed Permit Notice Card must be conspicuously displayed at the project site once work on this project has been initiated and shall remain so displayed until the project has been completed. Within fifteen (15) days of completion of this project, the Permit Card must be returned to the Port Tampa Bay Environmental Department.
4. All work shall be accomplished so as to minimize the dispersion of silt and debris and the destruction of marine resources in public waters. All applicable water quality standards shall be maintained. Silt barriers will be employed, if necessary, to accomplish this.
5. The proposed work shall be done so as to prevent interference with the riparian or property rights of the adjacent property owners. This permit authorizes no invasion of private property or rights in property.
6. This permit conveys no title to land or water, and does not alter in any way the legal riparian rights of the Permittee. Issuance of this permit does not constitute a binding determination of riparian boundaries, lines or rights.
7. This permit does not relieve the Permittee from the requirement of permits from the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Southwest Florida Water Management, Hillsborough County, individual municipalities within Hillsborough County, and/or other applicable agencies, as required.
8. The Permittee, in accepting this permit, agrees to comply with the provisions and conditions herein and assumes all responsibilities and liability and agrees to hold Port Tampa Bay harmless from any and all claims of damage arising out of operations conducted pursuant to this permit.
9. If the approved permit drawings and the attached Specific Stipulations contradict each other, then the Specific Stipulations shall prevail.
10. The Permittee shall operate and maintain the authorized structure in such a manner so as to prevent the creation of any navigation hazards, unauthorized source of air or water pollution, hazard to public health and safety, or so as to unduly interfere with the public's use of the waterway.
11. Should the Permittee fail to comply with the stipulations of this permit, should a situation arise wherein it would be in the public interest, Port Tampa Bay reserves the right to revoke this permit upon written notice to the Permittee.
12. This permit does not relieve the Permittee from the requirement of any applicable deed restrictions.
13. Construction materials, debris, or other trash will not be allowed to escape into the water, at anytime. Such materials are to be disposed of in an approved manner, i.e., upland disposal facility, appropriate trash receptacles, etc.

PORT TAMPA BAY  
MINOR WORK PERMIT NO. 18-003  
SPECIFIC STIPULATIONS:  
April 16, 2018

1. Issuance of this permit authorizes the marine construction activities for the Lowry Park improvement project that are located at or waterward of the mean high water (MHW) elevation of +0.77 feet (NAVD88) of the Hillsborough River, as shown on Exhibit A (Moffatt & Nichol Engineering Plan Sheets) and described in Exhibit B (Moffatt and Nichol Project Narrative) of this permit, as follows:
  - a. Repair and replace the existing concrete boat ramp with new cast-in-place concrete, as detailed on Pages 4 and 8 of Exhibit A (Moffatt & Nichol Engineering Plan Sheet No. V-101 and S-101);
  - b. Remove the existing approximately 705 square foot fixed "South Dock" structure, including the existing floating dock with access gangway ramp, and replace with a new 1,116 square foot docking facility that will include a fixed dock, a floating dock, and American's with Disabilities Act (ADA) complaint access gangway ramp to a new floating kayak launch, as detailed on Pages 4, 6, 7, 8, 10, and 11 of Exhibit A (Engineering Sheet No. V-101, V-301, V-302, S-101, S-401 and S-402);
  - c. Remove the existing approximately 994 square foot fixed "North Dock" structure which has varying walkway widths and reconstruct a fixed 1,196 square foot replacement structure in the similar footprint with consistent eight foot wide walkways, as detailed on Pages 4, 6, and 8 of Exhibit A (Engineering Sheet No. V-101, V-301, and S-101);
  - d. Remove the existing "Boardwalk" structure and replace with a new 1,497 square foot fixed "Boardwalk" structure in the same footprint with a dedicated Water Taxi mooring slips, as detailed on Pages 5, 7, 9, and 12 of Exhibit A (Engineering sheet No. V-102, V-302, S-102, and S-403);
  - e. Replacement and repair of approximately 60 linear feet of an existing seawall section south adjacent to the boat ramp and 20 linear feet of the southern ramp stem wall, as detailed on Pages 8 and 10 of Exhibit A (Engineering Sheet No. S-101 and S-401).
2. Removal of the existing concrete boat ramp, South Dock, North Dock, Boardwalk structures and any debris, including material, vegetation or other types of trash/waste, generated from construction activities must be removed from the water body/wetland area, properly disposed of and accomplished in a manner so that the discharge of turbid water offsite is prevented.
3. Placement of all structures as authorized by Specific Stipulation 1 (above) shall be constructed or installed relative to property lines as depicted, per PTB approved permit exhibits.

4. The South Dock, North Dock, and Boardwalk Fixed and Floating Pile Supported Structures, detailed on Pages 4 through 14 of Exhibit A, shall:
  - a. Be marked with reflectors, reflective tape, or whatever is necessary to make extent of structures clearly visible to boaters,
  - b. Install permanent low level lighting at the waterward end of the structure, shown on Pages 8, 9, and 14 of Exhibit A, in order to make the location of the structure visible to boat operators transiting the area for safe navigation,
  - c. Be prohibited to have bathouses, storage shelters, gazebos, screen porches, living quarters or other non-water dependent structures, boat repair facilities, fueling facilities, and
  - d. Not be constructed with a roof or enclosed.
5. Installation of permanent “No Mooring” and “Manatee Awareness” signs mounted on the fixed South Dock, North Dock and Boardwalk shall be placed as shown on Pages 8 and 9 and detailed on Page 14 of Exhibit A.
6. Boat (vessel) mooring at the public docking facilities shall be limited to temporary daytime mooring in the designated slip areas, as shown on Pages 8 and 9 of Exhibit A. Overnight and permanent mooring is prohibited.
7. The seawall replacement and repair construction activities, as detailed on Pages 8 and 10 of Exhibit A of this permit, shall:
  - a. Be constructed within eighteen (18) inches (face to face) of the original vertical alignment of the existing wall,
  - b. Not authorize the seawall installation to cover or obstruct any existing storm water outfall pipes, and
  - c. Only clean fill material is allowed to be used as backfill and must be placed in a manner to match the surrounding existing grade. The sediment material must meet the State Soil Cleanup Target Levels, Chapter 62-777, F.A.C., as appropriate.
8. Ensure compliance with Conditions 1 through 3 of Exhibit C (Environmental Protection Commission of [EPC] Hillsborough County letter dated March 9, 2018). For questions, contact EPC’s Wetland Management Division Mrs. Heidi Leslie at 813-627-2600, extension 1244.
9. Any barges or other vessels used during the authorized marine construction activities must operate in water depths that will prevent prop scarring.
10. Turbidity curtains and any other necessary erosion control device resources must be utilized to prevent water quality violations. Turbidity curtains must remain in place until all sediments have settled out of the water column.

11. This permit does not authorize any dredge or fill activity.
12. The permit does not authorize the placement of pilings or any other structures extraneous to the South Dock, North Dock, and Boardwalk structures, 80 linear foot seawall section, and boat ramp concrete slab repair area as shown in Exhibit A.
13. Removal of any existing native wetland vegetation or any mangroves is prohibited during all construction authorized under this permit. Furthermore, any selective trimming or alteration of mangroves necessary for construction under this permit must be done in accordance with Rules of the Environmental Protection Commission (EPC) of Hillsborough County, Chapter 1-14, Mangrove Trimming and Protection. Contact the EPC Wetlands Management Division at 813-627-2600 for questions.
14. As the structure is within the limits of the City of Tampa (COT), a separate permit from the City's Construction Services Department may be required. Please contact COT staff at 813-274-3100 for further information.
15. The Permittee must comply with the following manatee protection construction conditions:
  - a. Instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s).
  - b. Advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection act of 1972, The Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.
  - c. Ensure all/any siltation barriers shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.
  - d. Ensure all vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
  - e. If manatee(s) are seen within 100 yards of the active daily construction/dredging operation or vessel movement, ensure all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Operation of any equipment closer than 50

feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.

- f. Ensure any collision with and/or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission at FWC Hotline at 1-888-404-FWCC and to the U. S. Fish and Wildlife Service, Jacksonville Office (1-904-232-2580) for north Florida or the Vero Beach Office (1-772-562-3909) for south Florida.



1509 W Swann Ave, Suite 225  
Tampa, FL 33606

(813) 258-8818 Fax (813) 258-8525  
www.moffattnichol.com

January 5, 2018

Dept. of Environmental Affairs  
Port Tampa Bay  
Tampa, FL 33602



**Subject: Lowry Park Dock and Boardwalk Improvements – Project Narrative**

Dear Sir or Madam:

Lowry Park provides boat ramp and dock facilities for public access to the Hillsborough River. This facility was inspected by Moffatt and Nichol in the summer of 2016 and was recommended for replacement in the report titled, “*Condition Assessment of Docks and Boardwalks at Lowry Park, Davis Island Boat Ramps and McKay Bay Nature Park,*” dated October 21, 2016.

This facility includes one (1) 2,000-square feet boat ramp, one (1) 831-square feet dock with a floating dock (south dock), one (1) 994-square feet dock (north dock) and one (1) 1,459-square feet boardwalk. For the boat ramp, we are proposing to repair the existing cracked and damaged concrete slab with new cast-in-place concrete. The south dock and its floating dock will be removed and substituted by 40-foot long fixed timber pier and a new floating dock with a kayak launch to be accessed via ADA-compliant gangway. The north dock will be replaced with a fixed timber dock with the same alignment as the existing dock, but with constant dock width. The existing timber boardwalk will be replaced by an almost-identical structure that maintains the current alignment and boardwalk width.

As shown by the aforementioned report, the structures present at Lowry Park are in *poor* condition overall due to age, marine borer damage, and exposure to the marine environment, and replacement of them was recommended. The City of Tampa would like to take this capital improvement project as an opportunity to modernize the facilities at Lowry Park by incorporating minor changes that will improve the user’s experience.

The south dock has been re-designed to incorporate features that increase accessibility to the structure and to the water. By including a floating dock and an ADA-compliant gangway, impaired users will have dock access to recreational water activities as the structure provides safe access with water level variation. Additionally, by including a kayak launch on the floating dock, we are providing safe access for non-motorized boats and activities. Regarding the north dock and the boardwalk, they will be replaced in kind, but deck width has been slightly increased on specific bents to improve user experience and accessibility.

Regarding construction methods and phasing, docks and boardwalk superstructures will be repaired and replaced mainly from water (only decking will be done from land). The repairs for the existing boat ramp and seawall will be conducted from land. Best Management Practices (BMP) guidelines will be followed during construction to ensure maintenance of water quality. Specific measures will include the use of turbidity curtains, conscious efforts to minimize disturbance to bottom sediments, and avoidance of sediment plumes. Additionally, the contractor will be notified about required specific construction conditions for local endangered fauna (manatee, sea turtle and smalltooth sawfish).

The proposed project replaces existing structures and is not expected to adversely affect or modify aesthetics aspects, cultural values, fish and wildlife values, navigation, water quality, aquatic resources but is expected to significantly contribute to the public interest, enhancing accessibility and improving user experience.

RECEIVED

JAN 24 2018

ENVIRONMENTAL DEPT.



If you have any questions or comments regarding this application, please do not hesitate to contact me or Manuel Garcia-Castano at (813) 258-8818.

Sincerely,

A handwritten signature in black ink that reads "Isaac Canner".

MOFFATT & NICHOL  
Isaac Canner, P.E.  
Project Manager.

Attachments: Port Tampa Bay Minor Work Application  
Project Aerial  
Property Record Card  
Property Survey  
Permit Drawing Set  
Properties Within 500 feet of the Project Site

RECEIVED  
JAN 24 2018  
ENVIRONMENTAL DEPT.

**COMMISSION**

Lesley "Les" Miller, Jr., Chair  
Victor D. Crist, Vice-Chair

Ken Hagan  
Al Higginbotham  
Pat Kemp  
Sandra L. Murman  
Stacy White



**EXECUTIVE DIRECTOR**

Janet L. Dougherty

**DIVISION DIRECTORS**

Richard Tschantz, Esq.  
Andy Schipfer, P.E.  
Hooshang Boostani, P.E.  
Jerry Campbell, P.E.  
Sam Elrabi, P.E.

March 9, 2018

Jackie Julien (Sent via Email)  
Port Tampa Bay  
[jjulien@tampaport.com](mailto:jjulien@tampaport.com)  
Post Office Box 2192  
Tampa, Florida 33601



**SUBJECT: PORT TAMPA BAY (PTB) MINOR WORK APPLICATION #18-003 / PROPOSED REPLACEMENT AND ADA IMPROVEMENTS FOR TWO (2) EXISTING DOCKS, ONE FLOATING DOCK AND ELEVATED BOARDWALK, REPAIR APPROXIMATELY 376 SF OF THE CONCRETE BOAT RAMP, AND REPLACEMENT OF APPROXIMATELY 80 LINEAR FEET OF SEAWALL FOR CITY OF TAMPA (COT) LOWRY PARK LOCATED AT 7525 N. BOULEVARD, TAMPA, FL / APPLICATION RECEIVED BY EPC ON MARCH 1, 2018 / FOLIO # - 100609-0000 / STR - 25-28S-18E / HILLSBOROUGH RIVER**

Dear Ms. Julien:

An environmental review has been conducted for the above described project by the staff of the Environmental Protection Commission (EPC) of Hillsborough County. Based on this review and site inspection conducted on March 5, 2018, EPC staff has determined that the project to construct replacement and ADA improvements for two (2) existing docks, one floating dock and elevated boardwalk along with repair of approximately 376 SF of the concrete boat ramp and replacement of approximately 80 linear feet of seawall, as proposed, should not constitute or create deleterious impacts to the natural resources of Hillsborough County; therefore, this agency has no objections to the proposed project subject to the following conditions:

1. All work must be conducted as proposed and in the location indicated by the plans received on March 1, 2018. Any proposed changes or adjustments must be reviewed and authorized by EPC staff prior to their implementation.
2. All wetland vegetation, in particular the **needle rush (*Juncus roemerianus*)** and **giant leather fern (*Acrostichum danaeifolium*)** along the shoreline, must be preserved during all construction authorized under this Permit, with the **exception of the needle rush (*Juncus roemerianus*)** and **torpedo grass (*Panicum repens*)** in the area of the **re-alignment of the northern walkway along the boat ramp** as discussed on the site inspection March 5, 2018. No mangrove removal is allowed. Further, no impacts to existing submerged aquatic vegetation, coral communities or oyster beds shall occur under this Permit.

*Environmental Excellence in a Changing World*  
**Roger P. Stewart Center**

3629 Queen Palm Drive, Tampa, FL 33619 - (813) 627-2600 - [www.epchc.org](http://www.epchc.org)

RECEIVED

MAR 09 2018

ENVIRONMENTAL DEPT.

18-003 (pg. 1 of 2)



3. All efforts must be undertaken to prevent any erosion or turbid water from being discharged off-site, into the wetlands and/or waters of the County. Turbid discharges that exceed 29 Nephelometric Turbidity Units above background levels are a violation pursuant to Chapter 1-5, the EPC Water Quality Rule. State water quality standards for turbidity shall not be exceeded outside of the immediate area of construction. The staff of the EPC will require the use of a properly installed floating turbidity curtain to be deployed around the perimeter of the construction area. This silt barrier shall remain in place until all activity has ceased and all sediment has settled out. **It is strongly recommended that the turbidity/erosion control devices be regularly inspected during construction and modified if conditions warrant.**

**INFORMATIONAL COMMENTS:**

- Please be advised that this approval applies only to the development proposal as submitted, and in no way does it provide EPC approval to any other aspect of the review process. In addition, this approval does not imply exemption from obtaining all proper permits from other governmental agencies.
- If the proposed construction is to take place during manatee season, the applicant is required to comply with all U.S. Fish and Wildlife Service precautions to protect the manatees as an endangered species.

Please note that this letter only represents the recommendations of the EPC to the Port Tampa Bay (PTB). The PTB will issue the actual permit. In the event these conditions are not incorporated in the PTB permit, the proposed activity may require a separate authorization from the Executive Director of the EPC.

If you have any questions or need further assistance, please do not hesitate to contact me by phone at 627-2600 ext. 1244 or by e-mail at [leslieh@epchc.org](mailto:leslieh@epchc.org).

Sincerely,

H. N. Leslie, E.I.  
Wetlands Management Division  
Environmental Protection Commission  
of Hillsborough County  
hnl/cb/mhs

ec: James Jackson – applicant ([james.jackson@tampagov.net](mailto:james.jackson@tampagov.net))  
Isaac Canner – agent ([Icanner@moffattnichol.com](mailto:Icanner@moffattnichol.com))  
Manuel Garcia-Castano – ([mgcastano@moffattnichol.com](mailto:mgcastano@moffattnichol.com))

RECEIVED

MAR 09 2018

ENVIRONMENTAL DEPT.

*An agency with values of environmental stewardship, fairness, and cooperation*

Roger P. Stewart Center

3629 Queen Palm Drive, Tampa, FL 33619 - (813) 627-2600 - [www.epchc.org](http://www.epchc.org)

18-003 (pg. 2 of 2)



DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
10117 PRINCESS PALM AVE, SUITE 120  
TAMPA, FLORIDA 33610-8302

April 25, 2018

REPLY TO  
ATTENTION OF

Regulatory Division  
West Permits Branch  
Tampa Permits Section  
SAJ-1987-00465 (NW-LEO)

City of Tampa  
c/o James Jackson  
306 E. Jackson St. 4N  
Tampa, FL 33602  
Via email: [james.jackson@tampagov.net](mailto:james.jackson@tampagov.net)

Dear Applicant:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on January 19, 2018, the file number SAJ-1987-00465. A review of the information and drawings provided indicates that the proposed work involves repairing a concrete boat ramp; replacing south dock with a new 1,116 sq ft fixed dock with an ADA-compliant gangway and floating dock; replacing north dock with a 1,196 sq ft dock in the same footprint and configuration; and replacing existing boardwalk with new 1,497 sq ft board walk. Proposed project would affect waters of the U.S. associated with Hillsborough River and is located at 1204 W Flora St, Tampa in in Section 25, Township 28S, Range 18E, Hillsborough County, FL.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 3. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2022**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions,

which apply specifically to this verification for NWP 3. Enclosed is a list of General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

- 1. Reporting Address:** The Permittee shall submit all reports, documentation, and correspondence required by conditions of this permit to the following address: SAJ-RD-Enforcement@usace.army.mil. The Permittee shall reference this permit number, SAJ-1987-00465, on all submittals.
- 2. Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
- 3. Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the enclosed "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
- 4. Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.
- 5. Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

**6. Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Tampa Permits Section.

**7. Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

**8. Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such

activity shall not resume without written authorization from the State Archeologist and from the Corps.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), Florida Statutes or 373.406, Florida Statutes, or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, Florida Statutes, by the Department of Environmental Protection, a water management district under section 373.069, Florida Statutes, or a local government with delegated authority under section 373.441, Florida Statutes, and receive Water Quality Certification and applicable Coastal Zone Consistency Concurrence or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, Florida Statutes, and, as applicable, Chapter 258, Florida Statutes. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by telephone at 813-769-7071.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at: [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

OBRA.LEANNE.ELI  
ZABETH.1266391  
656

Digitally signed by  
OBRA.LEANNE.ELIZABETH.1266391656  
DN: c=US, o=U.S. Government, ou=DoD,  
ou=PKI, ou=USA,  
cn=OBRA.LEANNE.ELIZABETH.1266391656  
Date: 2018.04.26 09:36:40 -04'00'

LEANNE OBRA  
Project Manager

Enclosures:

1. General Conditions of 33CFR Part 320-330 (1 page)
2. Self-Certification Statement of Compliance (1 page)
3. Permit Transfer Request (1 page)
4. Project Plans (14 pages)

Copies Furnished via email:

1. CESAJ-RD-PE- U.S. Army Corps, Regulatory Division, Enforcement Section
2. Manuel Garcia-Castano, Moffatt & Nichol, [mgcastano@moffattnichol.com](mailto:mgcastano@moffattnichol.com)
3. Isaac Canner, Moffatt & Nichol, [icanner@moffattnichol.com](mailto:icanner@moffattnichol.com)

GENERAL CONDITIONS  
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 18, 2022**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.