

The Enclosed Document Is Provided For Your Convenience.

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

Please Let Us Know If You Plan To Bid

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

CITY OF
TAMPA, FLORIDA

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

FOR

Contract 14-C-00030

**WHATLEY DITCH REHABILITATION
(HILLSBOROUGH RIVER TO NORTH BOULEVARD)**

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

AUGUST 2014

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.: 14-C-00030; Whatley Ditch Rehabilitation (North Boulevard to Hillsborough River)

BID DATE: September 9, 2014 **ESTIMATE:** \$1,000,000 **SCOPE:** The project comprises grading of ditch banks, installation of ACP stabilization system, installation of a gabion wall system, hydro seeding of disturbed areas along the ditch; installation of fabric formed concrete, establishment of side slopes, reestablishment of ditch bottom, maintenance of traffic, tree removal, erosion control, sod, landscaping and all associated work required for a complete project in accordance with the Contract Documents. **PRE-BID CONFERENCE:** Tuesday, August 26, 2014, 2:00 p.m. 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. Backup files are available at http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp. Subcontracting opportunities may exist for City certified Small Local Business Enterprises (SLBEs). A copy of the current SLBE directory may be obtained at www.Tampagov.net. Phone (813) 274-8456 for assistance. **Email Technical Questions to:** contractadministration@tampagov.net .

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA
Contract 14-C-00030; Whatley Ditch Rehabilitation (Hillsborough River to North Boulevard)

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., September 9, 2014, in the 4th 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, grading of ditch banks, installation of ACP stabilization system, installation of a gabion wall system, hydro seeding of disturbed areas along the ditch; installation of fabric formed concrete, establish side slopes, reestablish ditch bottom, maintenance of traffic, tree removal, erosion control, sod, landscaping 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/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp. One set may be available for reference at the office of the Contract Administration Department, Municipal Office Building, Fourth Floor North, City Hall Plaza, Tampa, Florida 33602.

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

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

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

Communication with City Staff

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

Director of Contract Administration, David Vaughn

Contracts Management Supervisor, Jim Greiner

Contract Officer, Jody Gray

The City's Legal Department staff

The City's Contract Administration Department staff.

Technical Questions and Requests For Information should be directed to the Department via

ContractAdministration@tampagov.net

"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.

In accordance with the City of Tampa's Equal Business Opportunity Ordinance, a Goal may have been established for subcontracting with Small Local Business Enterprises, SLBEs, certified by the City. Links to further information and a list of SLBEs are on the Department's Construction Project Bidding Web page. A link to the current complete directory of SLBEs is on the Minority Business Development Office Website.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Whatley Ditch Rehabilitation (Hillsborough River to North Boulevard) in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

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

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

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

I-1.04 SIGNATURE OF BIDDERS: Section I-2.07 is replaced with the following:

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

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

I-1.05 TIME FOR COMPLETION:

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

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 180 consecutive calendar days. The period for performance shall start from the date indicated in the Notice To Proceed.

I-1.06 LIQUIDATED DAMAGES:

The amount of liquidated damages, referred to in Article 4.06 of the Agreement, for completion of this project shall be \$500.00 per calendar day.

I-1.07 BASIS OF AWARD OF CONTRACT:

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

The insurance required for this project shall be as indicated on Pages beginning with INS-1. Before commencing work, the Contractor shall provide the evidence of the insurance required on a Certificate of Insurance accompanied by evidence of authority to bind the insurance company or companies such as agents license, power of attorney, or letter of authority.

I-1.10 EQUAL BUSINESS OPPORTUNITY PROGRAM / SLBE / REQUIREMENTS

In accordance with the City of Tampa's Equal Business Opportunity Ordinance, a goal of 10.3% has been established for subcontracting with Small Local Business Enterprises, (SLBEs), certified by the City. The goal is based upon the availability of the firms listed on the Goal Worksheet and as posted in the "SLBEs" link under this Contract's notice on the Department's Construction Project Bidding web page.

BIDDERS MUST SOLICIT ALL SLBEs ON THAT LIST and provide documentation of emails, faxes, phone calls, letters, or other communication with the firms as a first step to demonstrate Good Faith Efforts to achieve the goal. The list is formatted to facilitate e-mail solicitations to the listed firms by copying and pasting e-mail addresses.

Bidders may explore other opportunities for subcontracting with SLBEs by consulting the current directory of all certified SLBEs posted on the Minority Business Development Office web page.

GOOD FAITH EFFORT COMPLIANCE PLAN REQUIRED - When a Goal has been established, the Bidder must submit, with its bid, completed to the fullest extent possible, a Good Faith Effort Compliance Plan using the form GFECF contained herein. Additional documentation is required whenever an SLBE subcontractor's low quote is not utilized. Supplemental information or documentation concerning the Bidder's Compliance Plan may be required prior to award as requested by the City.

DIVERSITY MANAGEMENT INITIATIVE, DMI, DATA REPORTING FORMS REQUIRED - Bidders must submit, with its bid, "DMI-Solicited" forms listing all subcontractors solicited and "DMI-Utilized" forms listing all subcontractors to be utilized. Supplemental forms, documentation, or information may be submitted at bid time or as requested by the City.

After an award, "DMI-Payments" forms are to be submitted with payment requests to report payments to subcontractors.

Bidders may visit the Minority Business Development Office's web page at TampaGov.net for other information about the SLBE program, FAQ's, and the latest SLBE directory of certified firms.

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

The Bidder who is awarded the Contract will be required to furnish a Public Construction Bond upon the forms provided herein, each equal to 100 percent of the Contract price, such Bonds to be issued and executed by (a) surety company(ies) acceptable to the City of Tampa and licensed to underwrite contracts in the State of Florida.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.13 AGREEMENT

Section 2 – Powers of the City's Representatives

Add the following:

Article 2.05 CITY'S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

I-1.14 Section 5 – subcontracts and Assignments, Article 5.01, Page A-7, Last Paragraph:

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

Section 10-Payments, Article .05 Partial Payments, 1st Paragraph, 1st Sentence:

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

I-1.15 Contractors must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the contract to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract.

I-1.16 GENERAL PROVISIONS; G-2.02 Copies Furnished to Contractor: Replace the first paragraph with the following:

The Contractor shall acquire for its use copies of the plans and specifications as needed. The documents may be downloaded from the City's web site, at

http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/index.asp

I-1.17 PAYMENT DISPUTE RESOLUTION

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.18 SCRUTINIZED COMPANIES.

For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

I-1.19 FLORIDA'S PUBLIC RECORDS LAW

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

INSTRUCTIONS TO BIDDERS

SECTION 2 GENERAL INSTRUCTIONS

I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

I-2.02 FORM, PREPARATION AND PRESENTATION OF PROPOSALS

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

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

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

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

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

I-2.03 ADDENDA AND INTERPRETATIONS

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

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

I-2.04 BID SECURITY

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

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

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

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

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

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

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

I-2.05 LAWS AND REGULATIONS

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

I-2.06 PUBLIC CONSTRUCTION BOND

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

I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS

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

Bidders who are nonresident corporations shall furnish to the City a

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

I-2.08 REJECTION OF PROPOSALS

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

I-2.09 QUANTITIES ESTIMATED ONLY

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

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

I-2.10 COMPARISON OF PROPOSALS

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

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

I-2.11 BASIS OF AWARD

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

I-2.12 INSURANCE REQUIRED

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

I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

I-2.15 LABOR STANDARDS

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

I-2.16 NOTICE TO LABOR UNIONS

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

I-2.17 NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Tampa MBD Office
U-WMBE Goal Setting Firms Report
8/12/14

BARRICADES, TRAFFIC CONES, LANE MARKERS, ETC

Sentry Barricades, Inc.

P.O. Box 3647
820 Creative Drive
Lakeland, FL 33802

E-mail admin@sentryb.com

Phone (863) 682-7098

Fax (863) 680-9901

Federal Number 59-3590342

Minority African American

Contact Darryl Talley

TREE SERVICES (TRIMMING, REMOVAL,

P & L Cleaning Service

5508 North 50th Street
Tampa, FL 33610

E-mail lewispat4u@aol.com

Phone (813) 850-2028

Fax (813) 623-3936

Federal Number 59-3759542

Minority African American

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Bay Light, LLC d/b/a Professional Property Services

10105 11th Street North
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E-mail paulrobinson22@msn.com

Phone (813) 972-4057

Fax (813) 971-0882

Federal Number 59-1341451

Minority African American

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Johar's Landscaping Management, Inc.

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33610
Pinellas Park, FL 33781

E-mail MasterSlope@gmail.com

Phone (727) 544-8029

Fax (727) 544-8029

Federal Number 45-2470169

Minority African American

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TRUCKING & HAULING

Logistical Transportation Co., Inc.

P.O. Box 40001
Jacksonville, FL 32203-0001

E-mail mgraham@logistical-company.com

Phone (904) 764-3219

Fax (904) 766-2446

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Fax (813) 627-9094

Federal Number 59-3284380

Minority African American

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City of Tampa MBD Office
U-WMBE Goal Setting Firms Report

8/12/14

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10105 11th Street North
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Fax (813) 971-0882

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Fax (866) 594-2505

Federal Number 20-5657414

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Fax (305) 693-8985

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Phone (352) 521-0482
Fax (352) 521-5915

Federal Number 20-1874672

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Phone (813) 927-2808
Fax (813) 374-0993

Federal Number 38-3788119

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Accelerated Waste Solutions of North America, LLC

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E-mail cityoftampa@acceleratedwaste.com

Phone (866) 698-2874
Fax (813) 871-0377

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Minority African American
Contact Fred Tomlin

City of Tampa MBD Office

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BARRICADES, TRAFFIC CONES, LANE MARKERS, ETC

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820 Creative Drive
Lakeland, FL 33802

Phone (863) 682-7098

Fax (863) 680-9901

E-mail admin@sentryb.com

Federal Number 59-3590342

Minority Small Business

Contact Darryl Talley

FENCE INSTALLATION SERVICE

Rejas Iron Works, LLC

104 W. Hanlon St.
Tampa, FL 33604

Phone (813) 237-1442

Fax (813) 315-6151

E-mail miguel@rejasironworks.com

Federal Number 26-4701980

Minority Small Business

Contact Miguel Martinez

Best Made Enterprises, Inc.

4133 Causeway Blvd.
Tampa, FL 33619

Phone (813) 248-5266

Fax (813) 248-1299

E-mail BestMadeEntInc@aol.com

Federal Number 59-3498525

Minority Small Business

Contact Karen Flores

West Coast Fence of Tampa, Inc.

6801 Benjamin Rd.
Tampa, FL 33634

Phone (813) 886-5097

Fax (813) 886-5849

E-mail John@wcftampa.com

Federal Number 59-3656003

Minority Small Business

Contact John Gavaghan

Communication Support Network, Inc.

1984 Iowa Ave. NE
St. Petersburg, FL 33703

Phone (813) 966-5200

Fax (813) 932-5421

E-mail csn2@tampabay.rr.com

Federal Number 03-0379746

Minority Small Business

Contact Sara Armstrong

JEB Management Inc. dba Good Neighbor Fence Co.

5011 20th Avenue South
Tampa, FL 33619

Phone (813) 968-1921

Fax (813) 241-6070

E-mail info@fence4u.biz

Federal Number 03-0416868

Minority Small Business

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City of Tampa MBD Office



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13014 N. Dale Mabry Hwy, Suite 623
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Phone (813) 961-6023

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E-mail dcastro@ortzak.com

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Fax (813) 971-0882

E-mail paulrobinson22@msn.com

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19139 Geraci Rd.
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Fax (813) 350-9139

E-mail kimberly.martinez33@gmail.com

Federal Number 59-3404710

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Phone (813) 677-6822

Fax (813) 467-9029

E-mail paynestrees@cs.com

Federal Number 27-1037046

Minority Small Business

Contact Annette Payne

Bailey's Lawn Care Service, Inc.

34742 Hillock Dr.
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Phone (352) 518-0045

Fax (352) 518-0045

E-mail baileyslawn@centurylink.net

Federal Number 41-2229440

Minority Small Business

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City of Tampa MBD Office

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Johar's Landscaping Management, Inc.

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Minority Small Business

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Tampa, FL 33688-2293

Phone (813) 949-3749

Fax (813) 949-0408

E-mail LMNBOSS@AOL.COM

Federal Number 59-3034012

Minority Small Business

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Fax (813) 948-3313

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SLBE Goal Setting Firms Report

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Fax (352) 521-5915

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Federal Number 20-1874672

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Federal Number 27-1394911

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Federal Number 26-3864129

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Fax (813) 961-6023

E-mail dcastro@ortzak.com

Federal Number 45-4837502

Minority Small Business

Contact Daniel Castro

SLBE Contract Goal

Goal
10.3%

Instructions Regarding Use of the SLBE Goal Setting List

Bidders must solicit a subcontracting bid from ALL of the firms listed on the SLBEs list provided on the City's web site, and provide documentation of emails, faxes, phone calls, letters, or other communication with the firms a first step in demonstrating Good-Faith Efforts to achieve the goal set for 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 SLBE participation Goal is based upon the availability of the certified firms indicated on the attached list. The Goal and Requirements of the City's Equal Business Opportunity Program are stated in the Bid/Contract Document, Specifications.

SOLICITATION FOR SUBCONTRACTOR QUOTES

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

To Subcontractor:

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

Plans and Specs for this project are posted at:
http://www.tampagov.net/dept_contract_administration/programs_and_services/construction_project_bidding/

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

Please complete and submit with your subcontract bid or response:

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

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

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

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

PROPOSAL

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

Name of Bidder _____

Business Phone Number and Email Address _____

Business Name and Mailing Address _____

Phone Number and Name of Contact Regarding Permits _____

Contractor/Qualifiers Name and Federal Identification Number _____

Date of Proposal _____

(If Bidder is a firm, fill in the following blanks):

Names and Residential Addresses of Partners _____

(If Bidder is a corporation, fill in the following blanks):

Organized under the laws of the State of _____

Names and Address of President _____

Name and Address of Vice President _____

Name and Address of Secretary _____

Names and Address of Treasurer _____

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (6) That the Bidder
_____ Has; Treasury Number _____
_____ Has not
(Check applicable box)
previously performed work under the President's Executive Order Nos. 11246 and 11375.
- (7) That the undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and finish the required Performance Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0100-1	Contingency	LS	1	One Hundred Twelve Thousand Five Hundred Dollars	\$ 112,500.00	\$ 112,500.00
0101-1	Mobilization	LS	1		\$	\$
0102-1	Maintenance of Traffic	LS	1		\$	\$
0104-1	Erosion Control, Tree Protection, & Turbidity Barrier	LS	1		\$	\$
0105-1	Root Pruning	LS	1		\$	\$
0105-2	Tree Removal	LS	1		\$	\$
0108-1	Dewatering and By-Pass Pumping	LS	1		\$	\$
0110-1	Clearing Ditch and Debris Removal	LS	1		\$	\$
0110-2	Remove Ex. Sheet Metal Fencing/Wall	LF	100		\$	\$
0110-3	Demo and Remove Ex. Riprap & Granite Curb Retaining Wall	LF	515		\$	\$
0112-1	Landscape	EA	61		\$	\$
0120-1	Grading Slope	SY	2,840		\$	\$
0120-4	Removal & Disposal of Unsuitable Subsoil - Allowance	LS	1		\$	\$
0142-1	Imported Soil Fill Material	CY	2,400		\$	\$
0350-1	Concrete Retaining Wall Penetrations	CY	3		\$	\$
0425-1	City of Tampa Brick Manhole	EA	1		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0430-1	Concrete Pipe Culvert (15-Inch Diameter) -Class IV	LF	11		\$	\$
0430-2	6" PVC Stormpipe	LF	10		\$	\$
0524-1	Enviromat EL 400 Fabric Formed Concrete	SY	560		\$	\$
0530-1	Rubble Rip Rap	TN	2		\$	\$
0535-1	Box Culvert Headwall & Wingwall	EA	1		\$	\$
0548-1	Retaining Wall System (Interlocking Block Wall)	SF	16,000		\$	\$
0548-2	Retaining Wall System (Gabion Wall)	CY	95		\$	\$
0548-3	Reno Mats (Ditch Bottom)	CY	355		\$	\$
0550-1	Remove & Reinstall Ex. Chainlink Fence	LF	600		\$	\$
0570-1	Hydroseed (Bahia at Reno Mats, Gabions and Enviromats)	SY	1,785		\$	\$
0570-2	Hydroseed (Hydramax-Bahia Mix at bank slope)	SY	1,620		\$	\$
0590-1	Temporary Irrigation	LS	1		\$	\$
					TOTAL \$	

Computed Total Price In Words:

_____ dollars and _____ cents.

Computed Total Price in Figures: \$ _____

The bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 ___ #2 ___ #3 ___ #4 ___ #5 ___.

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

Bidder acknowledges that included in the various items of the proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90096), (Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total Cost \$ _____

Signed _____

Failure to complete the above may result in the bid being declared non-responsive.

Accompanying this Proposal is a certified check, cashier's check or Bid Bond (form included herein must be used) on the form at least five (5) percent of the total amount of the Proposal which check shall become the property of the

_____ of _____
(Name of Bank or Surety) (City & State)

City of Tampa, or which bond shall become forthwith due and payable to the City of Tampa, if this Proposal shall be accepted by the City of Tampa and the undersigned shall fail to execute a contract with and to furnish the required Performance Bond and Payment Bond to the City of Tampa within twenty (20) days after the date of receipt of written Notice of Award by the City of Tampa to the undersigned so to do.

Dated _____, 2014

(Name of Bidder)

(Address of Bidder)

(Signature)

(Title)

Where Bidder is a Corporation:

Attest:

Secretary

AFFIX
CORPORATE
SEAL

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 2014 by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 2014 by _____ who is ____ personally known to me or has ____ produced _____ as identification.

Notary

My Commission Expires:

For a Firm:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 2014 by _____ who signed on behalf of the said firm. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

Good Faith Effort Compliance Plan for Small Local Business Subcontracting
City of Tampa - Equal Business Opportunity Program

Contract _____ Bid Date _____

Bidder _____

Signature _____ Date _____

Name _____ Title _____

The following Compliance Plan is a true report of Good Faith Efforts made to accomplish subcontracting goals for Small Local Business Enterprises, SLBEs, on the referenced contract:

The goal for SLBE participation has been met or exceeded. See the DMI form reporting subcontractors to be utilized.
(Check Box, if appropriate; the remainder of the Compliance Plan need not be reported.)

The goal for SLBE participation has not been met. The following is a recap of Good Faith Efforts made:
(Check applicable boxes below. Enclose additional documents, and/or add remarks below as needed.)

- (1) Soliciting through reasonable and available means the interest of SLBEs that have the capability to perform the work of the contract. The Bidder or Contractor must solicit this interest within sufficient time to allow the SLBEs to respond. The Bidder or Contractor must take appropriate steps to follow up initial solicitations with interested SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts. Remarks:
- (2) Providing interested SLBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation. See enclosed sample solicitation. Remarks:
- (3) Negotiating in good faith with interested SLBEs that have submitted bids. Documentation of negotiation must include the names, addresses, and telephone numbers of 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 SLBEs to perform the work. That there may be some additional costs involved in soliciting and using SLBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable. Bidders are not required to accept higher quotes in order to meet the goal. DMI subcontractor-utilized forms reflect successful negotiations This project is of a low-bid nature and negotiations are limited to clarifications of scope and specifications. See enclosed document. Remarks:
- (4) Not rejecting SLBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The SLBEs standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached explanation for rejection of a low-bidding subcontractor's bid. Remarks:
- (5) Making a portion of the work available to SLBE subcontractors and suppliers and to select those portions of the work or material consistent with the available 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. Remarks:
- (6) Making good faith efforts, despite the ability or desire of a Bidder or Contractor to perform the work of a contract with its own organization. A Bidder or Contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the goal has been met. Sub-Contractors were not prohibited from submitting bids on work not usually sub-contracted. Remarks:
- (7) Selecting portions of the work to be performed by 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 to facilitate SLBE participation, even when the Bidder or Contractor 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 on work not usually sub-contracted. See enclosed comments. Remarks:
- (8) Making efforts to assist interested SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed sample solicitation see enclosed document. Remarks:
- (9) Making efforts to assist interested SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in a City-sponsored mentor-protégé program. See enclosed sample solicitation. See enclosed document. Remarks:
- (10) Effectively using the services of the City and other organizations that provide assistance in the recruitment and placement of SLBEs. See enclosed document. The following services were used:

Other Supporting Good Faith Efforts: See enclosed document. Remarks:

Compliance Plan: Guidance For Meeting Good Faith Efforts

1. All firms on the SLBE Goal Setting List must be solicited and documentation provided for email, fax, letters, phone calls, and other 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 and/or Hillsborough County certification listings of SLBE's.
2. Solicitation of 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 typically be sent a week or more before the bid date. Sample copies of the bidder's solicitations should be provided.
3. With any quotes received, a follow-up should be made whenever needed to confirm scope of work. For any SLBE low quotes rejected, an explanation should be provided detailing negotiation efforts.
4. If a low bid SLBE is rejected or deemed unqualified the contractor must provide an explanation and supporting documentation for this decision.
5. Prime should break down portions of work into economical feasible opportunities for subcontracting. The SLBE directory can be useful in identifying additional subcontracting opportunities and firms not listed in the "SLBE Goal Setting Firms List."
6. Contractor should not preclude SLBEs from bidding on any part of work, even if the Contractor can self-perform the work.
7. Contractor should avoid relying solely on subcontracting out work where availability is not sufficient to attain pre-determined goal.
8. In its solicitations, the Bidder should offer assistance to SLBEs in obtaining bonding, insurance, etc, 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 SLBEs, if needed.
10. Contractor should use the services offered by such agencies as the Minority Business Development Office of the City of Tampa, Hillsborough County and the NAACP Empowerment Center for the recruitment and placement of SLBEs.



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

Contract No.: _____ Contract Name: _____
 Contractor Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

No Firms were contacted/solicited for this contract.
 No Firms were contacted because: _____
 See attached documents with supplemental information.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

S = SLBE W=WMBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am.	Trade or Services	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Resp. Rec'd Y/N
Federal ID		AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	NIGP Code (listed above)		

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. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: _____ Name/Title: _____ Date: _____



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

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

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

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

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Federal ID.FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor.

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



**Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)**

Contract No.: _____ Contract Name: _____
 Contractor Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

- [] See attached documents.
- [] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

S = SLBE W=WMBE	Company Name Address Phone & Fax	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 if available.	Percent of Scope/Contract %
Federal ID					

Total 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. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: _____ Name/Title: _____ Date: _____



Page 4 of 4DMI – Solicited/Utilized

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

This form must be submitted with all bids or proposals. All subcontractors projected to be utilized must be included on this form.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal has been set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **See attached documents.** Check if you have provided any additional documentation relating to the utilization of subcontractors.
-

The following instructions are for information of Any and All subcontractors to be utilized.

- **Federal ID.FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs)
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)

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

TAMPA BID BOND

Contract 14-C-00030; Whatley Ditch Rehabilitation (Hillsborough River to North Boulevard)

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 , Whatley Ditch Rehabilitation (Hillsborough River to North Boulevard).

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2014.

Principal _____

BY _____

TITLE _____

BY _____

TITLE _____

Countersigned:
(SEAL)

Local Resident Producing Agent

Local Resident Producing Agent's Address

Name of Local Agency

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

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

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 2014, between the City of Tampa, Florida, hereinafter called the City, and hereinafter called the Contractor.

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

Contract 14-C-00030; Whatley Ditch Rehabilitation (Hillsborough River to North Boulevard), shall include, but not be limited to, rehabilitation and stabilization of the existing ditch banks along abutting properties from North Blvd. and tying into the box culvert at Riverside. Improvement of the ditch system will extend the useful life of the ditch and improve the conveyance of storm flows from the drainage basin with all associated work required for a complete project in accordance with the Contract Documents.

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

TAMPA AGREEMENT

SECTION 1 GENERAL

ARTICLE 1.01 THE CONTRACT

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

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

ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters

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

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

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

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

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

ARTICLE 2.03 NO ESTOPPEL

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

ARTICLE 2.04 NO WAIVER OF RIGHTS

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

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

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

SECTION 3 PERFORMANCE OF WORK

ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY

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

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

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

ARTICLE 3.02 COMPLIANCE WITH LAWS

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

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

ARTICLE 3.03 INSPECTION

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

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

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

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

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

ARTICLE 3.04 PROTECTION

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

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

ARTICLE 3.05 PRESERVATION OF PROPERTY

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

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

ARTICLE 3.06 BOUNDARIES

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

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 3.08 TAXES

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

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

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

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

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

**SECTION 4
TIME PROVISIONS**

ARTICLE 4.01 TIME OF START AND COMPLETION

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

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

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

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

ARTICLE 4.02 PROGRESS SCHEDULE

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

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

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

ARTICLE 4.03 APPROVAL REQUESTS

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

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

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

ARTICLE 4.05 EXTENSION OF TIME

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

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

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

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

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

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

ARTICLE 4.06 LIQUIDATED DAMAGES

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

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

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

ARTICLE 4.07 FINAL INSPECTION

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

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

**SECTION 5
SUBCONTRACTS AND ASSIGNMENTS**

ARTICLE 5.01 LIMITATIONS AND CONSENT

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

ARTICLE 5.02 RESPONSIBILITY

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

**SECTION 6
SECURITY AND GUARANTY**

ARTICLE 6.01 CONTRACT SECURITY

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

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

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

ARTICLE 6.02 CONTRACTORS INSURANCE

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

ARTICLE 6.03 AGAINST CLAIMS AND LIENS

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

ARTICLE 6.04 MAINTENANCE AND GUARANTY

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

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

**SECTION 7
CHANGES**

ARTICLE 7.01 MINOR CHANGES

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

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

Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder, and the Contractor when ordered by the Engineer, shall make such adjustments and changes in said locations and work as may be necessary, without additional cost to the City, provided such adjustments and changes do not alter the character, quantity 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. _____

Justin R. Vaske, Assistant City Attorney

Contractor

By: _____
(SEAL)

Title:

ATTEST:

Secretary

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 2014 by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 2014 by _____ who is ____ personally known to me or has ____ produced _____ as identification.

Notary

My Commission Expires:

For a Firm:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 2014 by _____ who signed on behalf of the said firm. He/she is ____ personally known or has ____ produced _____ as identification.

Notary

My Commission Expires:

PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number) _____

Name of Contractor: _____

Principal Business Address of Contractor: _____

Telephone Number of Contractor: _____

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

Principal Business Address of Surety: _____

Telephone Number of Surety: _____

Owner is The City of Tampa, Florida

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

_____ Contract Administration Department (280A4N)

Telephone Number of Owner: _____ 813/274-8456

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

Legal Description or Address of Property Improved or Contract Number is: _____

General Description of Work and Services: _____

KNOW ALL MEN BY THESE PRESENTS That we, _____

(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of _____, and

(Name of Surety)

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

DATED ON _____, 20__

(Name of Principal)

(Name of Surety)

(Principal Business Address)

(Surety Address)

By _____

By _____
(As Attorney in Fact)*

Title _____

Telephone Number of Surety

Telephone Number of Principal

Accepted by City of Tampa:

Countersignature:

By _____
Bob Buckhorn, Mayor

(Name of Local Agency)

Date: _____ 20__

(Address of Resident Agent)

By _____

Approved as to legal sufficiency:

Title _____

By _____
Assistant City Attorney

Telephone Number of Local Agency

Date: _____, 20__

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

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 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 and as described in the Proposal comprises the reconstruction of ditch banks, installation of stack block retaining wall, installation of fabric formed concrete, installation of the Gabian retaining system, filter fabric, stabilization mats, extension of existing drainage pipes, installation of a storm manhole, installation of hydroseed to disturb areas to establish side slopes, rubble rip-rap, in select locations, install headwalls, bypass pumping and dewatering during construction, placement of select stone in the ditch bottom, placement of select fill behind retaining walls, landscaping where required along north and south banks abutting private property and all miscellaneous and appurtenant work in the section of Whatley Ditch between North Boulevard and east to North River Shore Drive..

The work consists of furnishing, constructing, installing, testing and maintaining the said stormwater system and 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 will obtain permits required from any State or County agencies having jurisdiction over the roadways and for any railroad or highway crossings shown on the Plans. The Contractor shall be required to comply with all provisions of such permits regarding workmanship, schedules, maintenance of traffic, notification of starting construction, pavement removal and replacement and other conditions under which the permit is issued.

The Contractor shall obtain all permits required to comply with SP-4.C Maintenance of Traffic, contained herein.

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

City/County permit fees will be paid by the City with the exception of the tree removal permit. Right-of-way, maintenance of traffic, and tree removal permit fees shall be paid by the Contractor.

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

The Contractor is responsible to schedule and coordinate with the Contract Administration of Public Works and Utility Services all required inspections and tests for all phases of work to obtain final approval thereof.

The Contractor is encouraged to contact the City's Contract Administration Division prior to commencement of work to ascertain their respective requirements.

SP-3 Intent

Stormwater facilities 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 in

accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as though it were specifically delineated or described. The cost of this work shall be included in the cost of the pay item to which it is incidental, and no additional payment will be made therefor.

SP-4 Standard Drawings

The City of Tampa, Stormwater Management and Transportation Divisions' Standard Drawings are available on the 6th Floor, North Wing of City Hall Annex, 306 East Jackson Street.

These standard drawings are available for bidding and construction purposes but are not part of the refundable deposit made for the Plans and Specifications.

SP-4.C Maintenance of Traffic

The Contractor shall arrange his work so that there will be as little disruption of traffic as possible.

At least seventy-two hours before starting any work in City streets, the Contractor shall obtain a City of Tampa Street Closure Permit for any traffic lane or street closure within the City. The permit will establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. If the Contractor proposes a complete street closure, a detailed traffic maintenance plan shall be submitted to the City of Tampa Traffic Engineering Division together with the application for the Street Closure Permit. The traffic maintenance plan shall include proposed detour routes and locations and descriptions of direction signs for the construction area and detour routes. Two approved copies of all Street Closure Permits shall be submitted to the Engineer before starting any work in City streets. No changes to approved Street Closure Permits will be permitted without prior approval by the City.

The Contractor shall furnish and maintain all necessary signs, barricades, lights and flagmen necessary to control traffic and provide for safety to the public, all in compliance with the Florida Department of Transportation "Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations," with subsequent revisions and additions, and to the satisfaction of the Engineer.

The cost of maintaining traffic and of any additional earth excavation, selected fill, temporary wearing surface, temporary bridges, barricades, warning lights, flagmen, and like work required therefor shall be included under the various classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no additional payment will be made therefor.

SP-5 Working Drawings

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

SP-6 Environmental Protection

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

SP-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 or until all necessary equipment and materials are on-site. 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.

SP-10 Connections Between Construction

The Contractor shall provide an approved type masonry bulkhead, spigot plug, bell cap, or standard pipe plug in the storm, manhole, junction chamber, pipe stub or other location to provide for terminating construction when the work is performed in phases and the connecting phase is not complete.

The Contractor shall remove any such bulkhead or plug encountered when connecting to previously completed work.

The cost of furnishing and removing bulkheads and plugs shall be included in the various classified unit price Contract Items for pipe lines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-11 Construction Easements

In the event that, in the opinion of the Contractor, obtaining a temporary construction easement is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such easements from the Owner of the property. If such easements are obtained by the Contractor, they shall contain provisions to hold the City harmless from any operations of the Contractor within the easement limits. The Contractor shall not conduct construction operations on private property outside the limits of any easement obtained by the City or of any City-owned right-of-way unless a copy of the temporary construction easement agreement is filed with the Engineer.

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 on Page G-14 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 pipe and appurtenances removed by the Contractor and which are not designated to be salvaged 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.

Items which are shown on the Plans or specified to be salvaged shall be removed by the Contractor, delivered, and unloaded at a location within the Department's service area, as directed by the Engineer. The cost of removing, disposing, delivering, and unloading as salvage items of pipe and 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-18 Dewatering and By Pass Pumping

Dewatering and by pass pumping is the responsibility of the Contractor. All costs associated with ground dewatering and surface water pumping shall be included in the appropriate contract price for items to which dewatering is incidental, or in the Dewatering and By Pass Pumping contract item, as applicable, and no separate payment shall be made therefor.

Before commencing any excavation at the site of the work, the Contractor shall submit to the Engineer and obtain his approval of the methods and equipment and arrangement of facilities proposed for the removal and disposal of water at the site and of all water entering any excavation or other part of the work from any source whatsoever. Adequate standby facilities shall be provided to ensure that the excavation will be kept dry and by pass waters flow in the event of power failure or mechanical breakdown. Facilities for removal and disposal of water shall be of sufficient capacity to keep the excavation dry under all circumstances with one-half of the facilities out of service. If well points are used, provision shall be made for removing and resetting individual well points without taking the system of which they are a part out of service.

SP-19 Prevention, Control and Abatement of Erosion and Water Pollution

The Contractor shall be responsible for prevention, control and abatement of erosion, siltation and water pollution resulting from construction of the project until final acceptance of the project.

He shall provide, install, construct, and maintain any covering, mulching, sodding, sand bagging, berms, slope drains, sedimentation structures, or other devices necessary to meet City, County, State and Federal regulatory agency

codes, rules and laws.

The Contractor shall take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs and other water impoundments with fuels, oils, bitumen, calcium chloride or other harmful materials. Also, he shall conduct and schedule his operations so as to avoid or otherwise minimize pollution or siltation of such streams, and the like, and to avoid interference with movement of migratory fish. No residue from dust collectors or washers shall be dumped into any live stream.

Storm drainage facilities, both open and closed conduit, serving the construction area shall be protected by the Contractor from pollutant and contaminants. If the Engineer determines that siltation of drainage facilities has resulted due to the project, the Engineer will advise the Contractor to remove and properly dispose of the deposited material. Should the Contractor fail to or elect not to remove the deposits, the City will provide maintenance cleaning as needed and will charge all costs of such service against the amount of money due or to become due the Contractor.

Construction operations in rivers, channels, streams, tidal waters, canals and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, rivers, channels, streams and impoundments shall be promptly cleared of all obstructions placed therein or caused by construction operations.

Except as necessary for construction, excavated materials shall not be deposited in rivers, streams, canals or impoundments, or in a position close enough thereto to be washed away by high water or runoff.

The Contractor shall not disturb lands or waters outside the limits of construction except as may be found necessary and authorized by the Engineer.

The location of and methods of operation in all detention areas, borrow pits, material supply pits and disposal areas furnished by the Contractor shall meet the approval of the Engineer as being such that erosion during and after completion of the work will not likely result in detrimental siltation or water pollution.

The Contractor shall schedule his operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations; and the duration of exposed, uncompleted construction to the elements shall be as short as practicable.

Clearing and grubbing shall be so scheduled and performed that grading operations can follow immediately thereafter and grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

The Engineer may limit the surface areas of unprotected erodible earth exposed by clearing and grubbing, excavation or filling operations and may direct the Contractor to provide immediate erosion or pollution control measures to prevent siltation or contamination of any river, stream, channel, tidal waters, reservoir, canal or other impoundment or to prevent damage to the project or property outside the project right of way.

SP-20 Project Sign

The Contractor shall furnish a project sign as shown on the detail included herein, and install it in the construction area as directed by the Engineer within five (5) days of the Notice to Proceed date. Since the contract is for work in two (2) different locations, a sign must be installed at each active work site at North Boulevard and North River Shore Drive.

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-22 Construction Operations

In City streets, excavated materials shall, where practicable, be deposited upon streets, sidewalks, driveways, or other paved surfaces within the street right-of-way, except that interruptions to the use of driveways shall be kept to a minimum. The Contractor shall clean up areas from which soil has been removed at the end of each day by sweeping, washing, or other approved methods. When the work is halted by rain, the Contractor shall clean up the working areas before leaving the site.

Trenches shall be protected at the close of each day's operations by lighted barricades, fences, and other methods to the satisfaction of the Engineer. Fences shall meet ASHA standards and be structurally stable as approved by the Engineer. No excavations shall be left open over a weekend.

In general, pipes shall be laid in open cut, except when another method, such as jacking, augering or tunneling is shown on the Plans, specified or ordered.

In City, State and County highways, excavated materials shall not be stored or cast upon the pavement, unless an advance approval of the governing agency is first obtained by the Contractor.

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-25 Work in Streets and Highways

All work within streets and highways shall be subject to the regulations and requirements of the appropriate agencies. Within the City of Tampa, streets and highways are under the jurisdiction of the City of Tampa, Department of Public Works or State of Florida, Department of Transportation. Outside the City of Tampa, streets and highways are under the jurisdiction of the County of Hillsborough or the State Department of Transportation.

Methods and materials of construction used in restoration within such streets and highways, including pavement, sidewalk, curb, curb and gutter removal and replacement, replacement of storm sewerage facilities, excavation and backfilling, and the storage of plant, materials and equipment shall conform to the requirements of the City of Tampa and, where applicable, the County of Hillsborough or State Department of Transportation, and will be subject to the inspection and approval of the duly authorized representatives of the City, County and the State.

SP-26 Surface Restoration

Where construction activities are conducted in existing grassed areas, the grassed areas shall be restored as specified or directed by sodding or grassing. Such restoration of grassed areas shall conform to the requirements of the Workmanship and Materials section headed "Lawn Replacement."

The Contractor shall replace or repair all ground surfaces damaged during construction. Any bushes, flowers, gardens, patios, lighting system, other landscaping, and irrigation systems disturbed by the construction project shall be repaired or replaced by the Contractor. The cost of such ground surface repair shall be included in the various classified unit price Contract Items, or in the specific contract item, as applicable, and no separate payment will be made therefor.

Existing corrugated metal and concrete pipe culverts removed during the construction work shall be stored and maintained in sound, useful condition and replaced upon completion of the work. Culverts damaged by the Contractor shall be replaced with new culverts meeting the applicable requirements of the Standard Specifications for Road and Bridge Construction published by the Florida Department of Transportation. No separate payment will be made for replacement of damaged culverts.

SP-27 Existing Public Facilities

Existing public facilities that are removed by construction operations under this contract shall be replaced by the Contractor to City of Tampa specifications. These items shall include all public benches, playground light poles, shelters, roadway signs, and replacement of these items shall be considered incidental to the cost of construction, and no separate payment will be made therefor.

SP-28 Work Adjacent to Utilities

Existing utilities including house services adjacent to or crossing the line of the work shall be protected as shown on the Plans, specified hereinbefore, and in accordance with the requirements of the General Provisions

SP-29 Utility Protection Considerations

The Contractor shall protect all utilities and other facilities within and adjacent to the construction as covered in Section G-1.03, unless a utility firm has conclusively indicated, or such is shown on the Plans, that the certain adjustment, removal, reconstruction, or protection of the utility's facility will be performed by that respective utility.

The Contractor shall furnish, install, and remove sheeting and shoring and other protective measures as may be necessary to satisfactorily accomplish the construction of this project. The cost of such sheeting and shoring and other protective measures shall be included in the unit prices as bid for the storm or sanitary sewer pipe items, and no separate payment shall be made therefor.

SP-31 House Services

The various utilities, along the line of the work, which are shown on the Plans or located in the field during the course of the work, may have house services connected to them. The Contractor is required to give all utility agencies 48 hours notice prior to start of work. The Contractor shall notify the various utility companies by calling the Sunshine State One Call of Florida, Inc. (1-800-432-4770) or, if necessary, by contacting the utilities individually. When such notice is properly given, the utility having jurisdiction will locate house services along the line of work. The Contractor shall protect all existing house services which are shown on the Plans or located in the field during the course of the work. The Contractor shall arrange his operations to avoid any damage or disruption of water, gas, sewer, electric, telephone, and other house services.

Methods and techniques used by the Contractor to protect and maintain house services shall be subject to the prior approval of the Engineer.

Water and sewer services damaged or removed due to the work methods of the Contractor shall be replaced by the Contractor to such limits as directed by the Engineer, unless otherwise noted on the plans. Materials used for such replacements shall be similar to those in the existing service or shall conform to the current standards of the utility as directed by the Engineer. All damaged water and sewer services shall be promptly repaired and shall be returned to service within 24 hours after the damage has occurred.

Other public utility house services which are damaged or removed due to the work methods of the Contractor will be repaired by the utility having jurisdiction and the cost of such repairs shall be borne by the Contractor.

Where the relocation or special maintenance of house services, as shown on the Plans, is required during construction of new pipelines the disruption of such services shall be kept to a minimum period of time as approved by the Engineer.

Unless otherwise specified in other Contract Items, or in the total Lump Sum Price, as applicable, the cost of protecting, replacing, repairing, relocating and maintaining house services shall be included in the various classified unit price Contract Items for pipelines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

The maintenance and guaranty provisions of the Agreement shall also apply to all repairs and replacements of damaged or relocated services accomplished by the Contractor.

SP-33 Protection of Trees and Shrubs

All trees and shrubs, except where otherwise shown or ordered, shall be adequately protected by boxes, fences, or otherwise carefully supported, as necessary, by the Contractor. Protective barricades shall be placed around all protected trees and grand trees and shall remain in place until all potentially damaging construction activities are completed (see attached tree barricade detail). The Parks Department must inspect the site after tree protection devices have been installed and prior to construction. A 48-hour notice must be given to Parks Department to schedule the inspection. No excavated or backfill material shall be placed in a manner which, in the opinion of the Engineer, may result in damage to trees or shrubs. Prior to mobilization, all exposed roots shall be covered with a two (2)-inch layer of mulch. The Contractor shall replace all trees or shrubs which are destroyed or damaged to such extent, in the opinion of the Engineer, to be considered destroyed. Replacement of destroyed trees or shrubs shall be made with new stock conforming to the requirements of the City's Tree Ordinance at the expense of the Contractor, and no separate payment will be made therefor.

Beneath trees within the limits of the excavation, and where possible, pipelines shall be built in short tunnels, except as otherwise shown or specified. When the tree is outside the limits of the excavation but, where the distance from the centerline of the new pipeline to the trunk of any tree is such that, in the opinion of the Engineer, the excavation would result in serious damage to the tree, the pipeline shall be constructed in short tunnel or the root system shall be pruned, as ordered in writing by the Engineer. The Contractor shall be responsible for all damage to trees and shrubs as a result of his operations, whether the pipeline is placed on trench, tunnel, or other excavation.

The Contractor shall provide the services of an approved licensed tree professional when it is necessary to trim or cut a branch from a tree, or for required root pruning.

The cost of protection of trees and shrubs, replacement or repair of trees or shrubs destroyed by the Contractor, short tunnels, cutting or trimming of tree branches, and root pruning shall be included in the various classified unit price Contract Items for pipelines, tree and root pruning, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-34 Existing Storm Sewer Facilities

In the course of the work, it will be necessary to perform construction activities under or closely adjacent to existing culverts and other storm sewer facilities. The Contractor shall protect all existing storm sewer facilities which are shown on the Plans or located in the field during the course of the work. When approved by the Engineer, relocation or special maintenance of storm sewer facilities during construction will be permitted. Disruption of service shall be kept to a minimum.

Facilities which are damaged due to the work method of the Contractor shall be replaced by the Contractor to such limits as directed by the Engineer. Materials used for such replacements shall be similar to those used in the existing facility and shall conform to City Standards for the construction of storm sewers for work done in the City of Tampa. Work done outside the City shall conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction."

The cost of protecting, replacing, relocating and maintaining storm sewer facilities shall be included in the various classified unit price Contract Items for pipelines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor, unless otherwise specified in other Contract Items.

The maintenance and guarantee provisions of the Agreement shall also apply to all replacements of damaged or relocated storm sewer facilities accomplished by the Contractor.

SP-35 Work in Private Property

Where portions of the work are constructed in easements through private properties, the limits of such City-owned easements are as shown on the Plans.

Upon completion of work in City-owned easements, the Contractor shall restore the property, including all fences or other structures disturbed by his operations, as nearly as possible to the condition in which he found it. No material shall be used or removed from private property without the approval of the Engineer.

The Contractor shall confine his operation in such private properties within the limits of the easements as shown or directed by the Engineer.

The Contractor shall further comply with all provisions of the grants of the City-owned easement and shall assume full responsibility as the agent of the City for all obligations of the City under such grants of easement in connection with the construction of pipelines.

The Contractor shall not enter upon or occupy any private land outside of the limits of the City-owned easement unless a copy of the written consent of the Owner is filed with the Engineer. The Contractor shall conduct his operations along easements through private property so as not to damage the property and to interfere with its ordinary use as little as possible.

SP-36 Fences

Temporary fences, where required, shall be "wood and wire fence" or other suitable fencing as approved by the Engineer.

Permanent fences shall be restored by the Contractor and shall be finished and installed so that the restoration is equal to the original. Only those portions of original fencing or materials therefrom, that the Engineer approved for reuse shall be used by the Contractor in fence restoration. All other materials, including lumber, paint, creosote, concrete and metal products, shall be furnished by the Contractor.

The cost of temporary fences and permanent fence restoration shall be included under 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-37 Data to be Submitted on Pipe

Within ten days after the date the Contractor is issued the Notice of Award and prior to his entering into any subcontract for the manufacture or purchase of any pipe, the Contractor shall submit to the Engineer, in an amount equal to four (4) sets to be retained by the City plus the number of sets desired by the Contractor, the following information:

1. The name and address of the pipe manufacturer and the location of the plant at which the pipe will be manufactured.
2. A general description of and specifications for the pipe and pipe joints proposed.
3. Notarized certificates of manufacture for VCP, PVC, HDPE, and DIP stating conformance to applicable standards and specifications.
4. Any additional information that the Engineer may deem necessary in order to evaluate the qualifications of the manufacturer and to determine the suitability of the proposed pipe to meet the requirements of the Contract Documents.

The Contractor shall not enter into any subcontract for the furnishing of pipe until he has received the Engineer's approval, in writing, of the proposed manufacturer and pipe.

All pipes of specified classes and materials shall be of one kind and shall be produced by a single manufacturer.

SP-38 Inspection of Reinforced Concrete Pipe

All reinforced concrete pipes, reinforced concrete arch culverts, storm drain, and sewer pipe, and all reinforced concrete elliptical pipes shall be inspected and accepted by a testing laboratory approved by the Engineer.

Each pipe shall bear the stamp of acceptance of the testing laboratory and the Engineer shall be supplied with a copy of each inspection report, including a certification of "D-load," absorption test, conformance to the dimensional requirements, and all other designations of ASTM specifications. The cost of such inspection services shall be included in the unit prices for the respective pipe items.

Unless specified otherwise on the Plans, or directed by the Engineer, all storm sewer pipes shall be ASTM Class III, B wall thickness.

Prior to the manufacture of any reinforced concrete sewer pipe, details of the steel reinforcing and concrete strength together with proof of the adequacy of the pipe design for each size and class of pipe shall be submitted to the Engineer for approval.

As proof that the design of the pipe meets the 0.01-inch crack and ultimate load strength requirements for this class of pipe, the manufacturer shall submit the results of properly certified three-edge-bearing tests already witnessed and verified by an approved independent testing laboratory on identical pipe of identical design or, if such three-edge-bearing test results are not already available or are not acceptable, shall have one pipe, at least four feet in length, tested in three-edge-bearing and witnessed and verified by an approved independent testing laboratory and shall submit certified test results. All costs associated with proof-of-design tests shall be borne by the Contractor.

Concrete sewer pipe shall be tested in accordance with the applicable provisions of ASTM Des: C 497 as required by the ASTM Specification for the pipe.

The basis of acceptance for reinforced concrete pipe shall be in accordance with Section 5.1.1 of ASTM Des: C 76 (round pipe) or ASTM Des: C 507 (elliptical pipe). During manufacture, at least one pipe section shall be shop tested to destruction in three-edge-bearing in the presence of an approved independent testing laboratory for each 1,000 feet of pipe or fraction thereof made. The test pipe sections shall be a minimum of four feet in length. The manufacturer shall have a pipe casting form, of the same inside diameter as the pipe being manufactured, together with the proper reinforcing steel cages, available at all times during manufacture for the purpose of casting test pipes at the times designated by the Engineer. Test pipe sections shall not be lined with plastic sheet. No pipe shall be tested at an age of less than 12 days, and no pipe shall be delivered to the job site until satisfactory completion of shop tests on representative pipe specimens for each 1,000-foot lot of pipe manufacturer. Proof-of-design tests performed on pipe manufactured for this Contract will be

accepted by the City in lieu of shop tests for the first 1,000- foot lot of pipe of each size and class manufactured. This test must be within one (1) year of shipment for each size and class of pipe.

The basis for acceptance of nonreinforced concrete pipe shall be in accordance with Section 4.1 of ASTM Des: C 14.

The Contractor shall obtain, review and submit to the Engineer four (4) copies of certified test reports made by the City's inspection engineer. All costs associated with shop testing shall be borne by the Contractor.

SP-39 Elliptical Concrete Pipe and Round Concrete Pipe Joints

All joints in elliptical concrete pipe and round R.C.P. shall be provided with filter fabric or concrete jacket as per D.O.T Standard Index No. 280 and as directed by the Engineer. Filter fabric shall be provided at all joints, except the last two joints not supported by a structure; these joints shall be provided with a concrete collar.

The cost of the filter fabric jackets and concrete collars shall be included in the unit cost of pipe. No extra payment will be paid for such jackets or collars.

SP-40 Concrete Requirements

Workmanship and Materials Section 400 of FDOT Standard Specifications shall apply to all concrete work.

SP-43 Sand-Cement Riprap Bags

Bags made from synthetic fiber or material shall not be used on this project. The preferred bag material is jute.

SP-44 Standard for Filter Fabric

Unless specified otherwise on the Plans, filter fabric shall be nonwoven fabric per D.O.T. Specification Sections 514 and 985. Payment for furnishing and placing the filter fabric shall be included in the contract price for the item or items to which it is incidental.

SP-45 Measurement for Payment

The quantity, in linear feet, to be measured for payment under the various classified unit price Contract Items for pipelines in open cut, or in the total Lump Sum Price, as applicable, shall be the actual length of new pipelines placed in the work, as shown, specified and directed. Depth of cut for sanitary sewers shall be measured from the original ground surface to the pipe invert. Pipelines will be measured along the centerline of the pipe as follows:

1. The measured length of gravity sanitary sewers, regardless of pipe material, will include all fittings, short tunnels and manholes with no deductions for wyes, tees and the width of manholes. Deductions in the measured length of gravity sanitary sewers will be made for the width of structures, such as junction boxes, measured from the outside face to the outside face of the structure walls, plus one foot.
2. The measured length for sanitary or stormwater force mains will include all fittings and short tunnels with deductions for the laid length of valves.
3. Deductions in the measured length of storm sewers will be made for the width of all structures, including manholes and inlets, measured from the inside wall to the inside wall of the structure.

SP-51 City Testing

The cost of retesting materials and/or workmanship, which has been initially tested by the City and found to be unacceptable, is to be borne by the Contractor.

SP-59 Monthly Schedules

In addition to the Progress Schedule required in Article 4.02 of the Agreement, the Contractor shall submit a monthly schedule with each pay estimate. Pay estimates will not be processed unless accompanied by an updated monthly schedule. The schedule shall be broken down into the following components:

1. Tree removal
2. Ditch pumping
3. Stack block installation
4. Gabian installation
5. Bank stabilization mat installation
6. Ditch bottom stone installation
7. Storm manhole and piping
8. Restoration, fencing, landscape and seeding.

SP-60 Contingent Items

Contract Items in the Proposal marked with an asterisk (*) are contingent. These items may or may not be used.

Contingent Contract Items that have an established unit price by the City or a unit bid price established by the Contractor will be the unit price the City will pay the Contractor should it become necessary to use more or less of the stated quantities.

SP-69 New Electric Service

"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." (General Provisions G-7.02.)

Prior to construction, the City will pay TECO an installation fee for new service, which will be good for the duration of the contract. Any additional fees required shall be the responsibility of the Contractor.

The installation of the new permanent electrical service as well as any coordination with the City or County electrical inspection and with Tampa Electric Company shall be solely the responsibility of the Contractor. TECO will not perform any work without the following: (1) All fees paid. (2) Inspection by the appropriate electrical department.

SP-72 Request for Information and Shop Drawings

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

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-85 Storage of Materials

Unless otherwise directed, the Contractor may not use that portion of the right-of-way located between the existing/proposed curb lines or existing/proposed edges of pavement to store pipe, structures, materials, surplus excavated fill, or equipment other than that used for excavating or dewatering. The Contractor may use that portion of the right-of-way behind the existing or proposed curb line or off the edge of pavement for storage provided that this use does not obstruct pedestrian or vehicular traffic and conforms to the City's Tree Ordinance. If the area behind the curb line/off the edge of pavement is insufficient in size to accommodate the Contractor's storage needs, the Contractor is required to secure the use of a vacant parcel of land for use as a storage site for the duration of this project. Upon completion of the project, all storage areas will be restored to a condition which meets or exceeds the pre-construction condition of the storage area. Payment for use and restoration of storage areas will be included in the appropriate lump sum pay items and unless the area is within the pipeline pay limits, no separate payment will be made therefor.

SP-86 Temporary Stockpiling

For temporary stockpiling of the excavated material within project limits (and anywhere within City limits), the Contractor shall follow the following procedure:

Public Right-of-Way

- a. The Contractor will not be allowed to stockpile suitable, excavated material within right-of-way for a period in excess of 30 calendar days. Unsuitable excavated material shall not be stockpiled within public right-of-way for a period in excess of 7 calendar days.

Location other than Public Right-of-way

- b. The Contractor shall:
 - 1) Obtain the permission (in writing) from the owner of the property where stockpiling is desired.
 - 2) At his own expense present the above letter and a contour plan of the site to the Engineer for approval of the stockpiling site.

The time periods of stockpiling shall be specified by the Contractor in writing.

Upon removal of stockpiled material, the Contractor shall clean up and grade the site to its original contours and conditions.

The City of Tampa shall not be a party to the agreement between the Contractor and the property owner.

Regardless of the location of stockpiling, it shall be the Contractor's responsibility to make sure that stockpiling in no way constitutes a public hazard or nuisance and does not interfere with the natural surface runoff in the area.

SP-89 Temporary Work Stoppages

The Contractor shall temporarily discontinue all construction activities from, and including, Thanksgiving Day through the following Sunday, and December 24 through January 2.

Prior to temporary work stoppages, all streets shall be restored to permit access to all businesses and residences and to allow ingress and egress by local traffic only. The Contractor shall maintain all streets at this condition level for the duration of the shutdown period.

All equipment, except that used for excavation and well pointing, and all materials including, but not limited to, manhole structures, pipe, and stockpiled material shall be removed to either the Contractor's storage lot or to a location outside the project area as approved by the Engineer.

The Contractor will also be required to accommodate the annual Gasparilla Parade and Gasparilla Run by ceasing construction activities and providing ingress and egress to allow local traffic only. The time limits for these requirements shall be from one day before to one day after the Gasparilla Parade and the Gasparilla Run. Accommodation of these events will entail restoration of all streets to at least a sand seal coat of crushed concrete or limerock base. All equipment, except that used for excavation and well pointing, and all materials including, but not limited to, manhole structures, pipe, and stockpiled material shall be removed to either the Contractor's storage lot or to a location outside the project area as approved by the Engineer.

All costs associated with furnishing labor, equipment, temporary pavement restoration, demobilization, mobilization, signage, barricades, clean-up, security, and any other incidentals required to accommodate the Thanksgiving, Christmas and New Years' Holidays and Gasparilla Parade and Race shall be included in the various contract unit prices, and no additional payment shall be made therefor.

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-92 Project Videotaping

Prior to commencing work, the Contractor shall submit to the Engineer for approval, a DVD containing a continuous color video recording including complete coverage of pre-construction conditions of all surface features within the construction's zone of influence, (including detour routes) simultaneously produced audio commentary and electronic display of time and date. The video recording shall be sufficient to fulfill the technical and forensic requirements of the project and provide continuous unedited coverage, establishing locations and viewer orientation with clear, bright, steady and sharp video images with accurate colors free of distortion or other imperfections. The DVD must be accompanied by a detailed log of its contents including date, locations, video counter numbers and features. No work shall be allowed until the completed DVD and log are approved by the Engineer.

SP-95 Reconstruction of Swales

This project consists of areas where existing ditches or swales shall be regraded according to the typical section and design as indicated on the Plans.

The Contractor may be required to fill existing ditches or swales as per designed elevations. The Contractor is to use excavated, suitable material from the work site first before importing suitable fill material.

The cost of ditch or swale reconstruction including all material, labor, equipment, etc., to complete the job, excluding the cost of sodding, shall be included under the various classified unit price items, or in the total Lump Sum Price, as applicable, and no additional payment shall be made therefor.

SP-105 Rubble Riprap

Rubble riprap shall be placed against the embankment or other work to be protected in conformity with the specifications, lines, grades, dimensions, and notes shown in the Plans.

Rubble riprap shall consist of broken concrete or of broken stone. The material shall be sound and durable, with specific gravity of at least 1.90. It shall be free of cracks, soft seams, and other structural defects. The pieces shall be roughly angular and shall be reasonably free from thin, flat, or elongated pieces.

The cost of rubble riprap shall include all material, filter fabric underlayment, labor, equipment, etc., to complete the job, and shall be included under the various classified unit price items, or in the total Lump Sum Price, as applicable, and no additional payment shall be made therefor.

SP-112 Removal of Existing Pavement

The Contractor shall remove existing pavement and additional excavated material required for proposed pavement grade as indicated on the Plans and as directed by the Engineer.

The removal of existing pavement shall include the regrading of the shoulder, etc., as indicated on the Plans.

The cost of existing pavement removal and additional dirt removal including all labor, equipment, etc., to complete the job shall be included under the various classified unit price items, or in the total Lump Sum Price, as applicable, and no additional payment shall be made therefor.

SP-122 Foundation Rock (#57)

The Contractor shall also provide 2-foot thick foundation rock fully wrapped with filter fabric under all manholes and inlets of this project. The filter fabric shall be included in the price of rock, and no additional payment shall be made. Where found necessary, the Engineer has the right to increase foundation rock with filter fabric at the same unit bid price.

SP-129 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, one (1) electronic high resolution PDF copy, and one (1) AutoCAD file of "As-Built" plans along with the supporting survey data. The survey shall be in accordance with the City of Tampa Department of Public Works specifications and note keeping standards for surveys and signed by a Land Surveyor registered in the State of Florida. 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 and their location identified by station, offset and elevation, when performed by the Contractor.

All relocation of structures and pipelines must be clearly shown on Plans with as-built stations and offsets verified. All as-built inverts for the entire project must be clearly noted on plan sheets. No separate payment shall be made for this work.

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 its 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 Contractor's work force does not relieve the Contractor of this responsibility.

All Contractors' employees and sub-contractors should be given a copy of SP-130.

The Contractor shall have a designated Safety Officer within its 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 its 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 its 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 specified in the Contract.

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 the daily report and report it to the Risk Management Division (274-5708).

C.Air-Borne Debris: All personnel in 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.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.

E.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].

F.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.

G.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.

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

I.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 therefor.

* * *



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

[] Partial [] Final

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

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

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

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

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

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

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

Signed: _____ Name/Title: _____ Date: _____



Page 2 of 2 – DMI Payment

Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

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

Building a Better Tampa

Downtown Riverwalk

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

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

Orion Marine
Construction, Inc.

Improvement Project



Mayor Bob Buckhorn

Project Contact:
Jim Hudock, P.E.
Contract Administration
City of Tampa
jim.hudock@tampagov.net

For information call:
(813) 635-3400



Sign Information

Building a Better Tampa

Downtown Riverwalk

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

*\$1.5 Million investment
Scheduled for completion in October 2012*

*Orion Marine
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Colors

Blue: Sherwin Williams Naval SW6244

Green: Sherwin Williams Center Stage SW6920

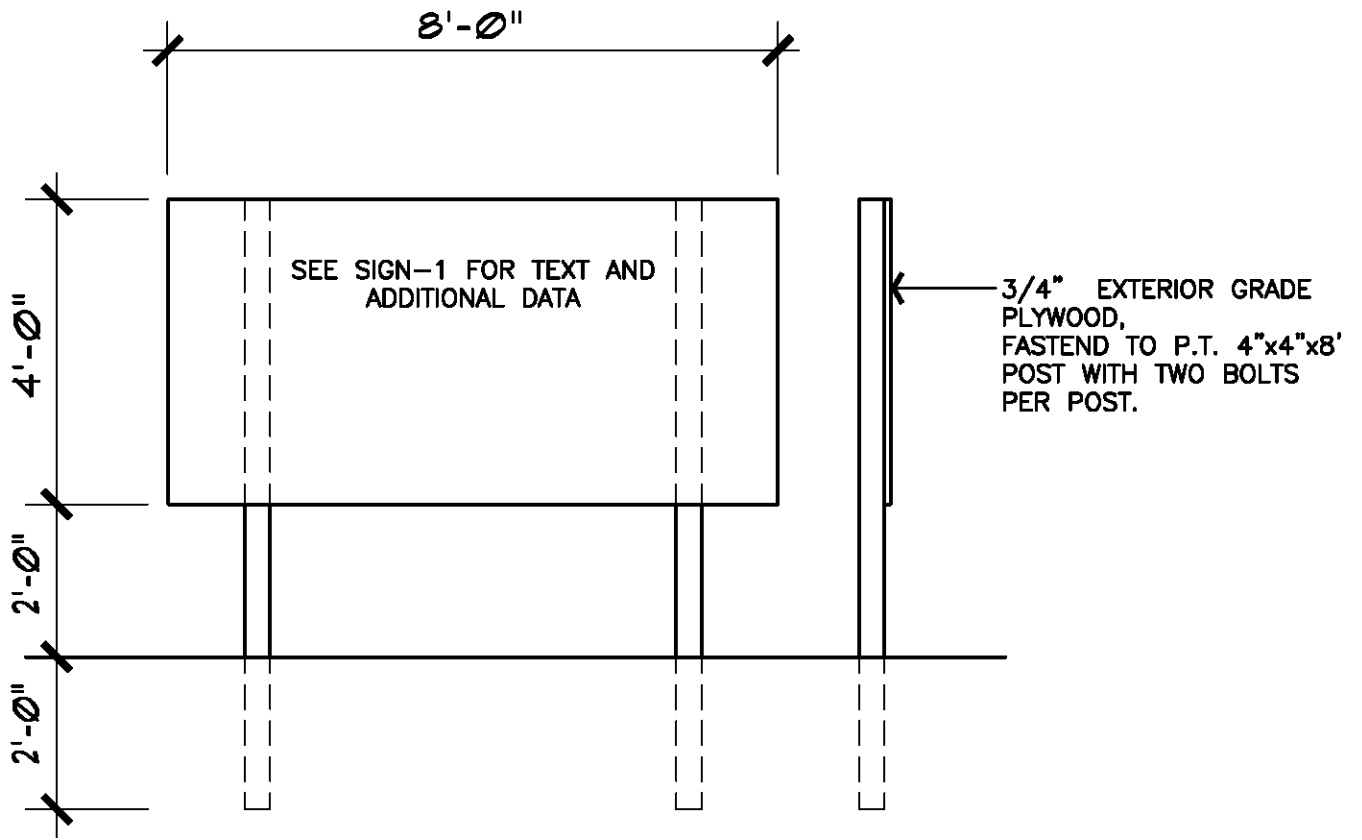
White: Sherwin Williams Pure White SW7005

Font

Franklin Gothic

SIGN EXAMPLE ONLY GRAPHIC TO BE DEVELOPED BY CONTRACTOR

scale: 3"



SPECIFICATIONS

WORKMANSHIP AND MATERIALS

SECTION 1 - EXCAVATION - EARTH AND ROCK

W-1.01 General

Open cut excavations shall be made to the widths and depths necessary for constructing all structures, pipelines and other conduits included in the Contract, according to the Plans, and include the excavation of any material which, in the opinion of the Engineer, is desirable to be excavated for any purpose pertinent to the construction of the work. Banks more than 5 feet high, where a danger of slides or cave-ins exists, shall be shored or sloped to the angle of repose.

Where excavations are to be made below groundwater, the Contractor shall submit to the Engineer for approval, in detail, his proposed method for control of groundwater, including a description of the equipment he plans to use and the arrangement of such equipment. No such excavation shall be started until approval of the Engineer has been obtained. Dewatering work shall be included in the Contract Items for pipelines, box culverts, inlets, manholes and other structures, and pumping stations, and no separate payment will be made therefor.

W-1.02 Clearing

The site of all open cut excavations shall first be cleared of obstructions preparatory to excavation. This includes the removal and disposal of vegetation, trees, stumps, roots and bushes, except as specified under the subsection headed "Trench Excavation."

W-1.03 Authorized Additional Excavation

In case the materials encountered at the elevations shown are not suitable, or in case it is found desirable or necessary to go to an additional depth, or to an additional depth and width, the excavation shall be carried to such additional depth and width as the Engineer may direct in writing. The Contractor shall refill such excavated space with either Class 1 concrete, or select sand or crushed stone fill material, as ordered. Where necessary, fill materials shall be compacted to avoid future settlement. Additional earth excavations so ordered and concrete, or selected sand or crushed stone fill material ordered for filling such additional excavation and compaction of select sand or crushed stone fill material will be paid for under the appropriate Contract Items or where no such items exist, as extra work as specified in Article 7 of the Agreement.

W-1.04 Unauthorized Excavation

Wherever the excavation is carried beyond or below the lines and grades shown or given by the Engineer, except as specified in the subsection headed "Authorized Additional Excavation," all such excavated space shall be refilled with such material and in such manner as may be directed in order to ensure the stability of the various structures. Spaces beneath all manholes, structures or pipelines excavated without authority shall be refilled by the Contractor at his own expense, with Class 1 concrete, or select sand or crushed stone fill material, and properly compacted, as ordered by the Engineer, and no separate payment will be made therefor.

W-1.05 Segregation and Disposal of Material

Topsoil suitable for final grading and landscaping and excavated material suitable for backfilling or embankments shall be stockpiled separately on the site in locations approved by the Engineer. Excavated and other

material shall not be stored nearer than 4 feet from the edge of any excavation and shall be so stored and retained as to prevent its falling or sliding back into the excavation. Surplus excavated material and excavated material unsuitable for backfilling or embankments shall become the property of the Contractor and shall be transported, as approved by the Engineer, away from the site of the work to the Contractor's own place of disposal.

W-1.06 Shoring and Sheeting

All excavations shall be properly shored, sheeted, and braced or cut back at the proper slope to furnish safe working conditions, to prevent shifting of material, to prevent damage to structures or other work, and to avoid delay to the work, all in compliance 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). The minimum shoring, sheeting and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. Before starting excavation for jacking pits and structures, the Contractor shall submit complete design calculations and working drawings of proposed sheeting and bracing arrangements which have been prepared, signed and sealed by a Professional Engineer registered in the State of Florida. Bracing shall be so arranged as not to place any strain on portions of completed work until the general construction has proceeded far enough, in the opinion of the Engineer, to provide ample strength. If the Engineer is of the opinion that at any point the sheeting or supports furnished are inadequate or unsuited for the purpose, he may order additional sheeting or supports to be installed. Whether or not such orders are issued, the sole responsibility for the design, methods of installation, and adequacy of the sheeting and supports shall be and shall remain that of the Contractor.

Tight sheeting shall be used in that portion of the excavation in City collector and arterial streets and in State and County highways below the intersection of a 1 on 1 slope line from the edge of the existing pavement to the nearest face of the excavation.

In general, sheeting for pipelines shall not be driven below the elevation of the top of the pipe. If it is necessary to drive the sheeting below that elevation in order to obtain a dry trench or satisfactory working conditions, the sheeting shall be cut off at the top of the pipe and left in place below the top of the pipe at no additional cost.

The sheeting and bracing shall be removed as the excavation is refilled in such a manner as to avoid the caving in of the bank or disturbance to adjacent areas or structures except as otherwise shown or directed. Voids left by the withdrawal of the sheeting shall be carefully filled by ramming or otherwise as directed.

Permission of the Engineer shall be obtained before the removal of any shoring, sheeting, or bracing. Such permission by the Engineer shall not relieve the Contractor from the responsibility for injury or to other property or persons from failure to leave such sheeting and bracing in place.

W-1.07 Sheeting Left in Place

The Engineer may order, in writing, any or all sheeting or bracing to be left in place for the purpose of preventing injury to the structures or to other property or to persons, whether such sheeting or bracing was shown on the Plans or placed at his direction or otherwise. If left in place, such sheeting shall be cut off at the elevation ordered, but, in general, such cutoffs shall be at least 18 inches below the final ground surface. Bracing remaining in place shall be driven up tight. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders. Sheeting and bracing left in place, by written order of the Engineer, will be paid for under the appropriate Contract Item if included in the Proposal or otherwise by provisions of extra work as specified in Section 7 of the Agreement.

W-1.08 Removal of Water

At all times during the excavation period and until completion and acceptance of the work at final inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or other parts of the work. The excavation shall be kept dry. No water shall be allowed to rise over or come in contact with masonry and concrete until the concrete and mortar have attained a set satisfactory to the Engineer and, in any event, not sooner than 12 hours after placing the masonry or concrete. Water pumped or drained from the work hereunder shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damage caused by dewatering the work shall be promptly repaired by the Contractor.

W-1.09 Structure Excavation

Excavations shall be of sufficient size and only of sufficient size to permit the work to be economically and properly constructed in the manner and of the size specified. The bottom of the excavation in earth and rock shall have the shape and dimensions of the underside of the structure wherever the nature of the ground will permit.

W-1.10 Trench Excavation

Before starting trench excavation, all obstructions which are to be removed or relocated shall be cleared away. Trees, shrubs, poles, and other structures which are to be preserved shall be properly braced and protected. All trees and large shrubs shall be preserved with damage to the root structure held to a minimum, unless otherwise shown or specified. Small shrubs may be preserved or replaced with equivalent specimens.

The width of trenches shall be such as to provide adequate space for workmen to place, joint, and backfill the pipe properly, but shall be kept to a minimum. Unless otherwise approved by the Engineer, the clear width of the trench at the level of the top of the pipe shall not exceed the sum of the outside diameter of the pipe barrel plus 24 inches.

In sheeted trenches, the clear width of the trench at the level of the top of the pipe shall be measured to the inside of the sheeting.

Should the Contractor exceed the maximum trench widths specified above, without written approval of the Engineer, he may be required to provide, at his own expense, concrete cradle or encasement for the pipe as directed by the Engineer, and no separate payment will be made therefor.

The Contractor shall excavate trenches to the respective depths, below the bottom of the pipe, for the various classes of pipe bedding shown on the Plans so that pipe bedding material can be placed in the bottom of the trench and shaped to provide a continuous, firm bearing for the pipe barrel and bells.

If unstable material is exposed at the level of the bottom of the trench excavation, it shall be excavated in accordance with the subsection headed "Authorized Additional Excavation." When in the judgement of the Engineer the unstable material extends to an excessive depth, he may advise the Contractor in writing to stabilize the trench bottom with a crushed stone, sand mat or gravel mat to ensure firm support for the pipe by other suitable methods. Payment for such trench stabilization will be made under the appropriate Contract Items or where no such items exist, as extra work as specified in Section 7 of the Agreement.

The open excavated trench preceding the pipe laying operation and the unfilled trench with pipe in place shall be kept to a minimum length causing the least disturbance to traffic and use of adjacent property. Ladders shall be provided and so located as to provide means of exit from the trench without more than 25 feet of lateral travel.

W-1.11 Rock Excavation

The term "rock" as used herein shall include all materials which have compressive strengths in excess of 300 psi in their natural undisturbed state and which, in the opinion of the Engineer, require drilling and blasting, wedging, sledging, barring or breaking with power tools not otherwise required for normal excavating.

Rock shall be excavated, within the boundary lines and grades as shown on the Plans, specified, or given by the Engineer. Rock removed from the excavation shall become the property of the Contractor and shall be removed by him away from the site of the work to his own place of disposal, and no separate payment will be made therefor.

All shattered rock and loose pieces shall be removed.

For trench excavation in which pipelines or other conduits are to be placed, the rock shall be excavated to a minimum depth of 6 inches below the bottom of the pipe and the excavated space refilled with pipe bedding material. Placing, compacting, and shaping pipe bedding material shall be included in the various classified unit price Contract Items for pipelines, and no separate payment will be made therefor.

For manhole excavation, the rock shall be excavated to a minimum depth of 8 inches below the bottom of the manhole base for pipelines 24 inches in diameter and larger, and 6 inches below the bottom manhole base for pipelines less than 24 inches in diameter and the excavated space refilled with crushed stone. Placing, compacting, and shaping crushed stone for manhole bases shall be included in the appropriate Contract Items for manhole bases, and no separate payment will be made therefor.

For cast-in-place structures, the rock shall be excavated only to the bottom of the structure or foundation slab.

Excavated space in rock below structures, pipelines, and manholes which exceeds the depths specified above shall be refilled with Class D concrete, crushed stone or other material as directed by the Engineer. Refilling of over-excavated rock in rock shall be included as part of the rock excavation and no separate payment will be made therefor.

Where applicable, the requirements of the subsections on "Trench Excavation" and "Structure Excavation" shall be followed.

Blasting may be performed only when approved by the Engineer and authorized by the Agency having jurisdiction over the subject location and in accordance with all laws, ordinances, and regulations of the Agency.

W-1.12 Excavation for Jacking and Augering

Excavation for jacking or augering shall meet the requirements of the Workmanship and Materials section headed "Jacking and Augering."

* * *

SECTION 2 - BACKFILLING

W-2.01 General

All excavation shall be backfilled to the original surface of the ground or to such other grades as may be shown or directed. For areas to be covered by topsoil, backfill shall be left 4 inches below the finished grade or as shown on the Plans. The time elapsing before backfilling is begun shall be subject to the approval of the Engineer. In all backfilling, all compressible and destructible rubbish and refuse which might cause later settlement and all lumber and braces shall be removed from the excavated space before backfilling is started, except that sheeting and bracing shall be left in place or removed as the work progresses.

Construction equipment used to backfill against and over cast-in-place concrete structures shall not be permitted to travel over these structures until the designated concrete strength has been obtained as verified by concrete test cylinders. In special cases where conditions warrant, as determined by the Engineer, the above restriction may be modified if the concrete has gained sufficient strength, as determined from test cylinders, to satisfy design requirements for the removal of forms and the application of load.

W-2.02 Unsuitable Backfill Material

Before backfilling around structures, all rubbish shall be removed from behind the walls.

When the excavated material contains garbage, cinders, glass, tin cans, wood, or other trash or objectionable organic material, as determined by the Engineer, it shall not be used for backfill but shall be disposed of by the Contractor away from the site of the work to his own place of disposal. The unsuitable materials shall be replaced with backfill material which shall be sand, clay, gravel, sandy loam, or other excavated material free of objectionable organic matter, as approved by the Engineer.

W-2.03 Select Fill Material - General

Select fill material shall be used for pipe bedding, manhole bedding, trench and structure backfill, and other purposes as shown on the Plans, specified, and ordered in writing by the Engineer.

Select fill material shall be sand, conforming to the requirements of the subsections headed "Select Fill Material - Sand" or crushed stone or limestone screenings, conforming to the requirements of the subsection headed "Select Fill Material - Crushed Stone."

W-2.04 Select Fill Material - Sand

Sand used for pipe bedding or as select fill material for trench or structure backfill shall consist of job excavated sand or imported sand which can be readily and thoroughly compacted. Sand

shall be reasonably well graded and shall fall within the following gradation limits:

- Passing No. 4 sieve - 95 percent (minimum)
- Passing No. 200 sieve - 10 percent (maximum)

Sand containing more than 10 percent of material passing the No. 200 sieve or sand which, in the opinion of the Engineer, would have a tendency to flow under pressure when wet will not be acceptable for use as pipe bedding or

select fill material for trench or structure backfill

Sand shall not be used for bedding for manholes or other structures.

W-2.05 Select Fill Material - Crushed Stone

Crushed stone used for pipe bedding, manhole base bedding, or as select fill material for trench or structure backfill shall consist of clean, durable rock, angular in shape, which can be readily and thoroughly compacted. Crushed stone shall be reasonably well graded and shall be no greater than a No. 57 stone.

W-2.06 Pipe and Structure Bedding

All pipelines shall be bedded in well graded, compacted select fill material. Select fill material shall be sand, conforming to the subsection headed "Select Fill Material - Sand" and/or crushed stone, conforming to the subsection headed "Select Fill Material - Crushed Stone," as shown on the Plans, specified or ordered in writing by the Engineer. Pipe bedding shall be constructed in accordance with the details shown on the Plans.

When shown on the Plans or ordered in writing by the Engineer, pipelines (except PVC) shall be laid in Class 1 concrete cradle or encasement.

Precast concrete manhole bases shall be bedded on No. 57 stone, conforming to the subsection headed "Select Fill Material - Crushed Stone," as shown on the Plans.

Cast-in-place manhole bases and other foundations for structures shall be cast against undisturbed earth in clean and dry excavations.

Existing underground structures, tunnels, conduits and pipes crossing the excavation shall be bedded with compacted select fill material. Bedding material shall be placed under and around each existing underground structure, tunnel, conduit or pipe and shall extend underneath and on each side to a distance equal to the depth of the trench below the structure, tunnel, conduit or pipe.

W-2.07 Bedding Placement for Pipelines

Select fill material, used as pipe bedding, shall be placed by hand, in uniform layers not greater than 6 inches in loose thickness and thoroughly compacted in place. Select fill material pipe bedding shall extend to one foot over the top of the pipe.

Each layer of select fill shall be thoroughly tamped and compacted in place by hand or with suitable mechanical or pneumatic tools to a dry density not less than 95 percent of the maximum dry density as determined by AASHTO Des: T-180. No large stone fragments shall be placed in the pipe bedding nor closer than two feet to any point on any pipe.

W-2.08 Bedding Placement for Precast Concrete Manholes

No. 57 stone used for bedding beneath precast manhole bases shall be placed in uniform layers not greater than 6 inches in loose thickness and thoroughly compacted in place with suitable mechanical or pneumatic tools.

W-2.09 Structure Backfill

Backfill around manholes, risers, and structures shall be suitable job excavated material, selected fill material, or other material approved by the Engineer. Such backfill shall extend from the bottom of the excavation or top of structure bedding to the bottom of pavement base course, subgrade for lawn replacement, the top of the existing ground surface, or to such other grades as may be shown or given by the Engineer.

The backfill shall be placed in uniform layers not greater than 18 inches in loose thickness and thoroughly compacted in place with suitable mechanical or pneumatic tools to a dry density of not less than 98 percent of the maximum dry density as determined by AASHTO Des: T-180.

W-2.10 Trench Backfill

Trenches shall be backfilled from 1 foot over the top of the pipe to the bottom of pavement base course, subgrade for lawn replacement, to the top of the existing ground surface or to such other grades as may be shown or given by the Engineer. Trench backfill shall be select fill material, suitable job excavated material or other material, as approved by the Engineer.

Except under pavements and railroad tracks, trench backfill shall be placed in uniform layers not greater than 18 inches in loose thickness and thoroughly compacted in place using heavy-duty tampers such as pneumatic jackhammers with tamping foot attachment or vibrating rollers if required. Each layer shall be compacted to a dry density of not less than 95 percent of the maximum dry density as determined by AASHTO Des: T-180.

Where railroad tracks or pavements and appurtenances for streets or highways are to be placed over trenches, the trench backfill shall be placed in uniform layers not greater than 12 inches in loose thickness and thoroughly compacted in place with equipment as specified above. Each layer shall be compacted to a dry density of not less than 98 percent of the maximum dry density as determined by AASHTO Des: T-180. On City of Tampa streets, each layer shall be compacted as specified above to the bottom of the subbase which is defined as 10 inches below the bottom of the base course. The subbase shall be compacted to 98 percent of modified proctor.

Trench backfilling work shall be done in a manner to prevent dropping of material directly on top of any conduit or pipe through any great vertical distance. In no case shall backfilling material from a bucket be allowed to fall directly on a structure or pipe and in all cases, the bucket shall be lowered so that the shock of falling earth will not cause damage.

Lumps shall be broken up and if there are any stones, pieces of crushed rock or lumps which cannot be readily broken up, they shall be distributed throughout the mass so that all interstices are solidly filled with fine material.

W-2.11 Backfill for Short Tunnel

Where pipelines are placed in short tunnels, the annular space between the outside of the pipe wall and the tunnel wall shall be completely filled with select fill material or suitable excavated material. Pipelines in short tunnels shall be suitably supported, to permit placing backfill which shall be suitably tamped in place.

W-2.12 Finish Grading

Finish grading shall be performed to meet the existing contour elevations and grades shown on the Plans or given by the Engineer and shall be made to blend into adjacent natural ground surfaces. All finished surfaces shall be left smooth and free to drain.

Grading outside of pipelines or structure lines shall be performed in such a manner as to prevent accumulation

of water within the area. Where necessary or where shown on the Drawings, finish grading shall be extended to ensure that water will be carried to drainage ditches, and the construction area left smooth and free from depressions holding water.

W-2.13 Responsibility for After Settlement

Any depression which may develop in backfilled areas from settlement within one year after the work is fully completed and accepted shall be the responsibility of the Contractor. The Contractor shall, at his own expense, provide as needed additional backfill material, pavement base replacement, permanent pavement sidewalk curb and driveway repair or replacement, and lawn replacement and shall perform the necessary reconditioning and restoration work to bring such depressed areas to proper grade as approved by the Engineer.

W-2.14 Inspection and Testing of Backfilling

All backfill shall be subject to test by the Engineer with the assistance of the Contractor.

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SECTION 11 - PVC PIPE GRAVITY

W-11.01 General

All pipe and fittings, 6"-27" nominal diameter, shall be solid wall Polyvinyl Chloride (PVC) Pipe **MANUFACTURED** to standards as outlined in the following sections.

All references to ASTM Designations shall include Manufacturing (PVC Cell Classification) and Performance (Inspection, Sampling and Testing) Specifications and the most recent shall govern. Pipe and fittings meeting **ONLY** the Performance Test Specification will not be acceptable. The minimum nominal diameter for mainline pipe is 8 inches and for laterals is 6 inches. The maximum laying length shall be 13.0 feet.

W-11.02 Standards (6"-15" Diameter)

Solid wall PVC pipe shall comply with ASTM D 3034 and all applicable ASTM documents as covered in Section No. 2 of ASTM D 3034. All pipe and fittings shall be made of PVC plastic having cell classifications as outlined in Section No. 5 "Materials" of ASTM D 3034 and as defined in ASTM D 1784. For depths of cut through 18 feet, a minimum wall thickness of SDR-35 is required. For depths of cut greater than 18 feet, a minimum wall thickness of SDR-26 is required. Fittings shall be either integrally cast (factory molded) or factory solvent welded and a separate section from the mainline pipe. SDR-26 fittings shall be used with SDR-26 pipe.

W-11.03 Standards (18"-27" Diameter)

Solid wall PVC pipe and fittings shall comply with ASTM F 679 and all applicable ASTM documents as covered in Section No. 2 of ASTM F 679. All pipe and fittings shall be made of PVC plastic having cell classifications as outlined in Section No. 4 "Materials" of ASTM F 679 and as defined in ASTM D1784. All pipe and fittings shall meet the wall thickness and cell classification requirements of either T-1 or T-2 of Table 1 "Pipe Dimensions and Minimum Pipe Stiffness" of ASTM F 679. Fittings shall be either integrally cast (factory molded) or factory solvent welded and a separate section from the mainline pipe.

W-11.04 Joints (6"-27" Diameter)

Joints for solid wall PVC pipe and fittings shall be gasket, bell and spigot, push-on type. Joints shall be a molded integral part of the pipe section. Joints or couplings furnished loose shall not be permitted. Solvent cemented joints shall not be permitted. Lubricant shall be as recommended by the pipe manufacturer. (Assembly of gasketed joints is outlined in the Section "Joining of PVC Pipe").

Joints for pipe and for fittings shall comply with ASTM D 3212 "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals." Elastomeric gaskets shall meet the requirements of ASTM F 477. Joints for pipe and fittings shall comply with ASTM D 3034 for 6"-15" diameter, ASTM F 679 for 18"-27" diameter, and ASTM F 1336 for 6"-27" diameter.

W-11.05 Pre-installation Tests, Reports, Markings and Submittals

All 6"-15" pipe and fittings shall be marked per Section No. 12 "Marking" of ASTM D 3034. All 18"-27" pipe and fittings shall be marked per Section 11 "Marking" of ASTM F 679. All required information shall be marked on the pipe. If in code, the markings shall be decoded in writing by letter to the City in advance.

PRIOR TO SHIPMENT of the pipe and fittings to the project site, the Contractor shall submit to the Engineer certifications as described below duly certified by the manufacturer's testing facility or an independent certified testing laboratory demonstrating full compliance with the applicable ASTM specifications described above. Certification from

the supplier is **not** acceptable.

An original plus four (4) copies of the following shall be submitted to the Engineer.

1. The name, address, and phone number of the pipe and fittings manufacturer and the location of the plant at which they will be manufactured.
2. A letter of certification stating that each lot of pipe used on this project has been manufactured, sampled, tested, and conforms to Section 8 "Test Methods" of ASTM D 3034 for 6"-15" diameter and Section 7 "Test Methods" of ASTM F 679 for 18"-27" diameter pipe. A letter of certification from the fittings manufacturer shall be provided stating that all fittings conform with ASTM D 3034 for 6"-15" diameter, ASTM F 679 for 18"-27" diameter, and ASTM F 1336 for 6"-27" diameter.

W-11.06 Bedding Requirements

Unless otherwise indicated on the Plans, solid wall PVC pipe shall be installed with Class "C" bedding as described in Section W-2 - Backfilling." If soil conforming to subsection W-2.04 "Select Fill Material-Sand" is not excavated at the project site, it shall be imported. Compaction requirements are described in subsection W-2.07 "Bedding Placement for Pipelines." In no case shall a concrete cradle be used. In the event the Plans call for or the Contractor opts to install crushed stone, it shall be NO GREATER THAN a #57 stone.

W-11.07 Post-installation Tests

SCOPE: Prior to final acceptance of the project all PVC pipelines shall be leakage tested, deflection tested, and T.V inspected, all at the expense of the Contractor. The leakage test shall be performed by the Contractor or a Wastewater Department approved test lab after the subbase has been compacted. The Contractor or a Wastewater Department approved test lab shall perform the deflection testing. The deflection test shall be performed a minimum of 7 days after the base has been compacted and sealed. The Contractor shall perform the T.V. inspection only **AFTER** the pipelines have passed both the leakage and deflection tests.

DEFLECTION TESTING: The PVC pipe/soil system has been designed so that the maximum installed deflection does not exceed 5% or 7-1/2% of the base inside diameter of the pipe as listed in the following table:

INCHES

SDR-35

<u>Nominal Size</u>	<u>Base Inside Diameter</u>	5% Deflection after 7 days <u>Mandrel</u>	7-1/2% Deflection after 30 days <u>Mandrel</u>
8	7.665	7.28	7.09
10	9.563	9.08	8.85
12	11.361	10.79	10.51
15	13.898	13.20	12.86

TYPE T-1

18	16.976	16.13	15.70
21	20.004	19.01	18.50
24	22.480	21.36	20.79
27	25.327	24.06	23.43

SDR-26

<u>Nominal Size</u>	<u>Base Inside Diameter</u>	5% Deflection after 7 days <u>Mandrel</u>	7-1/2% Deflection after 30 days <u>Mandrel</u>
8	7.488	7.11	6.93
10	9.342	8.87	8.64
12	11.102	10.55	10.27
15	13.575	12.90	12.56

TYPE T-2

18	17.054	16.20	15.77
21	20.098	19.09	18.59
24	22.586	21.46	20.89
27	25.446	24.17	23.54

The Contractor shall have the option of testing for 5% deflection after the base has been compacted and sealed for 7 days; or for 7-1/2% deflection after the base has been compacted and sealed for 30 days.

If the pipe fails the 7 day, 5% deflection test, the Contractor shall immediately conduct a 7-1/2% deflection test. If the pipe passes the 7-1/2% deflection test, the Contractor has the option of repairing that section at that time or waiting until a minimum of 30 days after the base has been compacted and sealed and then re-testing for a maximum of 7-1/2% deflection.

If the pipe fails the 7-1/2% deflection test after 7 days or at 30 days, the Contractor shall repair that section immediately.

If the Contractor performs the deflection testing rather than employing an approved test lab, the following shall

apply:

The Contractor shall furnish the mandrel, labor, materials, and equipment necessary to perform the tests as approved by the Engineer. The mandrel shall be pulled through by HAND or a HAND operated reel in the presence of the Engineer. Prior to performing the deflection tests, the Contractor shall submit to the Engineer certification that the 9-arm mandrels are preset as stated above. Each mandrel shall be engraved with the following:

Serial Number
Nominal pipe diameter
Either "ASTM D 3034," year and either "SDR-35" or "SDR26"
or "ASTM F 679," year and either "Type T-1" or "Type T-2"
% deflection as stated above.

If the mandrel fails to pass any section of pipe, the Contractor shall excavate and make all repairs necessary to correct the excessive deflection. The Contractor shall then backfill, recompact, and reseal the permanent pavement base, and retest the line. If the mandrel fails to pass a second time, the section shall be replaced. Re-rounding is **NOT** permitted.

W-11.08 Leakage Testing

The Contractor or a reputable test lab shall perform either an infiltration, exfiltration or an air leakage test as authorized by the Engineer. If the groundwater level is two (2) feet or more above the crown of the pipe, an infiltration test must be performed. The Contractor shall notify the Engineer of the date and time of the test a minimum of 5 days prior to the test.

The infiltration/exfiltration tests shall be performed as described in Section W-18.

AIR TESTING - The minimum time duration permitted for pressure drops of 1.0 psi and 0.5 psi are shown in Tables I and II on the following page and are based on a maximum allowable exfiltration rate of 0.0015 cu. ft./min./sq. ft. of internal pipe surface. Derivations may be found in the Uni-Bell PVC Pipe Association publication: "Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe," UNI-B-6-85. (Available from Uni-Bell, 2655 Villa Creek Drive, Suite 155, Dallas, Texas 75234.

The test shall commence after the plugged line has reached a stabilized gauge pressure of 4.0 \pm 1/2 psi. Air testing equipment shall be arranged so that it is located at the ground surface and shall have an approved air relief arrangement to prevent the sewer from being pressurized to greater than 9.0 psig.

If the pressure drops 1.0 psig (or 0.5 psig) before the appropriate time shown in Table I (Page W11-8) or Table II (Page W11-9) has elapsed, the line has failed. In such case, the Contractor shall structurally repair or replace all defective materials and/or workmanship to the satisfaction of the Engineer.

Sealants are **NOT** permitted. The completed pipe installation shall then be retested.

The lengths of lateral sewers may be ignored for computing required test times. In the event a test section (mainline and laterals), having a combined total internal surface area less than 625 square feet, fails to pass the air test when laterals have been ignored; the test time may be reduced per Section 9.4 of UNI-B-6-85. If the reduced test time is short enough to allow the section to pass, the computations shall be included with the test results.

W-11.09 Joining of PVC Pipe

The assembly of gasketed joints shall be performed as recommended by the pipe manufacturer. In all cases, clean the gasket and bell, especially the groove area and the spigot area with a rag, brush, or paper towel to remove

any dirt or foreign material before the assembly. Lubricant shall be applied as specified by the pipe manufacturer.

Align the spigot to the bell and insert the spigot into the bell until it contacts the gasket uniformly. Apply firm steady pressure either by hand or by bar and block assembly until the spigot easily slips through the gasket.

If undue resistance to insertion of the pipe end is encountered or the reference mark does not position properly, disassemble the joint and check the position of the gasket. If it is twisted or pushed out of its seat ("fish-mounted"), inspect components, repair or replace damaged items, clean the components, and repeat the assembly steps. Be sure both pipe lengths are in concentric alignment. If the gasket was not out of position, verify proper location of the reference mark.

To join field-cut pipe, first square cut the pipe end. Use a factory-finished beveled end as a guide for proper bevel angle and depth of bevel plus the distance to the insertion reference mark. Bevel the end using a pipe beveling tool or a wood rasp which will cut the correct taper. Round off any sharp edges on the leading edge of the bevel.

W-11.10 Joining PVC Pipe to Clay Pipe

The joining of PVC to clay pipe shall be accomplished with flexible compression couplings. Such couplings shall meet the requirements of ASTM Des: C 425 and shall be Series No. 1002 flexible polyvinyl chloride couplings with stainless steel compression bands as manufactured by Fernco Joint Sealer Co., Ferndale, Michigan; Band-Seal couplings as manufactured by Mission Clay Products Corp., Whittier, California; or equal. Installation of flexible couplings shall be done in accordance with the manufacturer's instructions.

After the joint has been completed, any voids in the excavation beneath the coupling shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

W-11.11 Joining PVC Pipe to Ductile Iron Pipe

The joining of PVC pipe to ductile iron pipe shall be accomplished with rigid PVC C900 x SDR-35 adapter couplings. Such couplings shall be molded of PVC material meeting ASTM D-1784 specifications. Joints shall meet ASTM D-3213 requirements with gaskets conforming to ASTM F-477. The adapter couplings shall be manufactured by Harco, Lynchburg, Virginia, or equal. Installation of rigid couplings shall be done in accordance with the manufacturer's instructions.

After the joint has been completed, any voids in the excavation beneath the coupling shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

W-11.12 Connection to Manholes

The Contractor will be required to submit a shop drawing, detailing the method of connecting the proposed pipe to the manhole and making it watertight. For connecting PVC pipe, the Contractor shall use a flexible rubber boot, precast into the manhole. The boot shall have stainless steel bands to compress and seal to the proposed pipe or shall be a compression type, such as A-Lock.

Should the flexible rubber boot need to be relocated when connecting to an existing manhole, the Contractor shall perform the connection by one of two methods. The preferred method is to core the manhole and install a rubber boot. The rubber boot shall be manufactured by Kor-n-Seal, or equal. The boot shall be installed and the PVC pipe connection shall be in accordance with the manufacturer's instructions. If the manhole cannot be cored or if the manhole is constructed of brick, the connection shall be made with a PVC manhole adapter which has an exterior impregnated silica surface layer. The adapter shall be manufactured by GPK Products, Inc., Fargo, North Dakota, or

equal. The adapter shall be installed and grouted into the manhole wall in accordance with the manufacturer's instructions with non-shrink grout. The PVC pipe shall be inserted through the adapter.

W-11.13 Storage of PVC Pipe

Pipe shall be stored at the job site in unit packages provided by the manufacturer. Caution shall be exercised to avoid compression, damage, or deformation to bell ends of the pipe. When unit packages of PVC pipe are stacked, ensure that the weight of upper units does not cause deformation to pipe in lower units.

PVC pipe unit packages shall be supported by racks or dunnage to prevent damage to the bottom during storage. Supports shall be spaced to prevent pipe bending.

PVC pipe shall not be stored close to heat sources or hot objects such as heaters, boilers, steam line, engine exhaust, etc.

When unit packages of PVC pipe are stacked, ensure that the height of the stack does not result in instability which could cause stack collapse, pipe damage, bodily injury, and property damage.

The interior as well as all sealing surfaces or pipe, fittings, and other accessories shall be kept free from dirt and foreign matter.

Gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease.

W-11.14 Handling of PVC Pipe - Standard Procedures

When using fork lifts or other handling equipment, prevent damage to PVC pipe.

When handling PVC pipe, avoid severe impact blows, abrasion damage and gouging or cutting by metal surfaces or rocks. Avoid stressing bell joints and damage of bevel ends.

Pipe shall be lowered, not dropped, from trucks and into trenches.

In preparation for pipe installation, placement (stringing) of pipe shall be as close to the trench as practical and on the opposite side from excavated earth. Bell ends shall point in the direction of work progress.

The Engineer may reject any pipe that shows visible signs of damage resulting from poor storage and handling practices.

TABLE I

SPECIFICATION TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015

Pipe Diameter (in)	Minimum Time (min:sec)	Length for Minimum Time (ft)	Time for Longer Length (sec)	Specification Time for Length (L) Shown (min:sec)								
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24	
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48	
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38	
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04	
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41	
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31	
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33	
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48	
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15	
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53	
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46	

TABLE II

SPECIFICATION TIME REQUIRED FOR A 0.5 PSIG PRESSURE DROP
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015

Pipe Diameter (in)	Minimum Time (min:sec)	Length for Minimum Time (ft)	Time for Longer Length (sec)	Specification Time for Length (L) Shown (min:sec)							
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.483 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23

SECTION 17R - LAWN REPLACEMENT

W-17.01 General

The Contractor shall replace all lawn areas which have been removed or damaged due to construction. Lawn replacement includes fine grading the areas to be restored and furnishing and placing topsoil, fertilizer, sod, sprigs, seeding, and maintaining all areas. Grassing and mulching or sodding lawn areas will be required as directed. Grassing shall be accomplished by seeding.

Sod shall be Argentine Bahia, St. Augustine, or other approved native grass sod matching existing, and shall be well matted with grass roots. It shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of 2 inches. The sod shall be live, fresh and uninjured, and shall contain sufficient moisture at the time of planting to induce growth. The type and quality of sod shall be approved by the Engineer before placing.

Grass seed shall be Argentine Bahia, 60 #/acre from March 1 to November 1; 50 #/acre with 20 #/acre of rye grass seed from November 1 to March 1. Argentine Bahia seed shall be a scarified seed having a minimum active germination of 40% and total of 85%.

Mulch material shall be free of weeds and shall be oat straw or rye, Pangola, peanut, Coastal Bermuda or Bahia grass hay.

W-17.02 Topsoil

Where areas are to be restored by sodding, topsoil shall be placed to a minimum compacted depth of 2 inches over the subgrade. Where areas are to be restored by grassing, topsoil shall be placed to a minimum compacted depth of 4 inches over the subgrade. All topsoil shall be suitable excavated topsoil which has been segregated or other topsoil material approved by the Engineer. Topsoil shall be free from stones, roots, sticks, or other foreign substances.

W-17.03 Water

The Contractor shall furnish at his own expense all water required for lawn replacement and maintenance of the work until final acceptance.

W-17.04 Construction Methods

Prior to sodding or grassing, the Contractor shall fine grade the subgrade to 4 inches below finished grade. Topsoil shall be spread over the subgrade to a uniform depth and density. Topsoil shall be uniformly compacted by a light hand roller weighing between 250 and 750 pounds to the specified depths for sodding or grassing.

Immediately before sodding, 14-4-14 or 15-0-15 fertilizer shall be applied at the rate of approximately 600 pounds per acre, either in the furrows or by broadcasting and raking, into the planting area. After the surface has been properly prepared, the sod shall be placed and firmly embedded by light tamping. Additionally, dolomite (lime) shall be applied at a rate of 2 tons per acre.

Immediately after the sod has been planted, if the soil does not contain sufficient moisture to ensure growth, water shall be applied twice daily for the first week, once in the morning or late evening and once at approximately 2:00 P.M. Water shall then be applied once a day over the next 2 weeks and alternating days for an additional 2 weeks. If rooting has not taken place by the end of the third week, 1 daily watering shall continue until sod is firmly rooted.

One week after the sod has been planted; a complete fertilizer with minor elements shall be applied weekly at the rate of 1# nitrogen per 1,000 square foot in a 2-1-2 or 4-1-2 formula for a period of 4 weeks, and thereafter every 2 weeks for an additional 30 days. The ground shall not be wet when the fertilizer is applied but will be immediately watered after application of the fertilizer to remove it from the leaf area.

Prior to grassing, 14-4-14 or 15-0-15 fertilizer shall be applied to the soil at the rate of approximately 300 pounds per acre. Grass seed at the specified rate per acre shall then be raked into the soil and covered with mulching material. The area shall then be thoroughly rolled with approved equipment.

After the grass has been planted, if the soil does not contain sufficient moisture to ensure growth, water shall be applied as directed by the Engineer. After the grass has started growing, fertilizer shall be applied uniformly over the area weekly, at a rate of 0.5# nitrogen and potash per 1,000 square feet, until turf cover the area. The fertilizer shall not be applied unless the surface of the ground or sod is sufficiently moist to quickly dissolve the fertilizer.

W-17.05 Caretaking

The Contractor during construction and until sod is established, shall keep all replaced lawn areas in good, healthy, insect free, moist condition by watering, replanting or resodding, weeding, fertilizing, and cutting as specified, and directed by the Engineer.

* * *

SECTION 27 - DEMOLITION

W-27.01 General

Demolition includes all work necessary for the removal and disposal of masonry, steel, reinforced concrete, sheet metal fencing/retaining wall, riprap retaining wall, granite curb retaining wall, plain concrete, wastewater equipment, piping, electrical facilities, and any other material or equipment shown or specified to be removed. Dust control shall be provided and provision made for safety.

Demolition shall be carried out in such a manner that adjacent structures, which are to remain, shall not be endangered. The work shall be scheduled so as not to interfere with the day to day operation of the existing facilities, all in accordance with the Sequence of Operations specified in the Specific Provisions. Doorways or passageways in existing facilities shall not be blocked.

Care shall be taken to assure that concrete shall be broken and removed in reasonably small masses. Where only parts of a structure are to be removed, the concrete shall be cut along limiting lines with a specially designed saw so that damage to the remaining structure is held to a minimum.

Where appropriate, the existing granite curb retaining wall, riprap retaining wall, and any and all other concrete structures and/or materials within the existing project area should be demolished, retained on site, crushed on site, and used as material for the stone within the Gabion Basket Retaining Walls and Reno Mats lining the ditch bottom.

W-27.02 Requirements Prior to Demolition

The Contractor shall visit the site and inspect all existing structures. Special care shall be taken to observe and record any defects, which may exist in buildings or structures adjacent to but not directly affected by the demolition work. Prior to commencing the demolition, the Contractor shall provide the Engineer with a copy of this inspection.

Drawings of existing structures and equipment will be available for inspection by the Contractor at the office of the Engineer and Owner.

Warning signs, protection barriers and red warning lights shall be provided as necessary adjacent to the work as approved by the Engineer and shall be maintained during the demolition period.

Demolition work shall not be undertaken until all mechanical and electrical services affected by the work have been properly disconnected. Interconnecting piping or electrical services that are to remain in service either permanently or temporarily shall be capped, rerouted or reconnected in a manner that will not interfere with the operation of the remaining facilities.

Where the presence of hazardous chemicals, gases, flammable materials or other dangerous substances is apparent or suspected, testing and purging shall be performed and the hazard eliminated before demolition is started.

W-27.03 Requirements During Demolition

The use of explosives will not be permitted.

All mechanical and electrical equipment shall be carefully protected against dust and debris.

All debris shall be removed from the structures during demolition and not allowed to accumulate in piles.

Safe access to and egress from all working areas shall be provided at all times with adequate protection from falling material.

Adequate scaffolding, shoring, bracing and protective covering shall be provided during demolition to protect personnel and equipment against injury or damage. Floor openings not used for material drops shall be covered with material substantial enough to support any loads placed on it. The covers shall be properly secured to prevent accidental movement.

Adequate lighting shall be provided at all times during demolition.

Areas below demolition work shall be closed to workmen while removal is in progress.

No material shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected.

No workmen shall stand on any wall to remove material except when adequate staging or scaffold protection is provided at a distance not exceeding 12 feet below the top of such walls and other reasonable precautions are taken. Whenever a workman is required to work at a height of more than 12 feet above a floor, platform, scaffold or the ground, he shall be equipped with a safety belt with a life line attached.

W-27.04 Disposal of Materials

All debris, rubbish, scrap pieces, equipment, and materials resulting from the demolition shall become the property of the Contractor and shall be removed from the site, except for the items designated by the Engineer to be salvaged.

* * *

SECTION 77 - NON-WOVEN GEOTEXTILE

W-77.01 General

The Contractor shall furnish all labor, materials, and equipment required to install a non-woven geotextile product on the areas including but not limited to behind the interlocking block wall, behind the gabian wall, underneath the reno mats, and underneath the enviromat fabric formed concrete.

W-77.02 Scope of Work

The Contractor shall place the specified non-woven geotextile fabric in the areas as specified in the Construction Plans.

W-77.03 Submittals

General: Submit listed submittals in accordance with the General Conditions of the Contract and as specified and directed by the Engineer.

Product Data: Submit product data, including manufacturer's SPEC-DATA product sheet, for specified products.

Samples: Submit selection and verification samples for finishes, colors, and textures.

Quality Assurance Submittals: Submit the following:

1. Certificates: Product certificates signed by the manufacturer certifying materials comply with specified physical requirements.
2. Manufacturer's Instructions: Manufacturer's installation instructions.

Closeout Submittals: Submit Warranty documents.

W-77.04 Delivery, Storage, and Handling

The Contractor shall comply with the manufacturer's ordering instructions and lead time requirements to avoid construction delays. Materials shall be delivered in accordance with ASTM D4873 in the manufacturer's original, unopened, undamaged containers with identification labels intact. The Contractor shall store materials in such manner as to be protected from exposure to harmful weather conditions and at the temperature conditions recommended by the manufacturer as stated in ASTM D4873.

W-77.05 Warranty

The Contractor shall submit, for the City's acceptance, the manufacturer's standard warranty document executed by the authorized company official. The manufacturer's warranty is in addition to, and not a limitation of, other rights the City may have under the Contract documents.

W-77.06 Manufacturer

Non-woven geotextile shall be Mirafi 1120N, or equal, and shall comply with manufacturer's product data, including product technical bulletins and product catalog installation instructions.

W-77.07 Site Verification of Conditions

The Contractor shall verify that substrate conditions are acceptable for product installation in accordance with the manufacturer's instructions.

W-77.08 Installation

The Contractor shall install geosynthetics in accordance with the Plans or as directed by the Engineer. Adjacent rows of geotextiles shall be overlapped to form a monolithic sheet without gaps to provide a minimum 24-inch wide overlap. The overlapped areas shall be pinned with u-shaped plastic or non-corrosive metallic material. The outer edge of the geotextile shall be buried a minimum of twelve (12) inches below finished subgrade and anchored with Manta Ray MR-88 anchors (or equal) at 6' on center throughout the entire perimeter of the area in order to prevent the uncontrolled flow of surface runoff below the geotextile.

W-77.09 Protection

The Contractor shall protect the installed product from damage during construction in accordance with ASTM D4873.

* * *

SECTION 105 - ROOT PRUNING

W-105.01 General

The Contractor shall make provisions for tree protection to the satisfaction of the Engineer prior to any excavation. All applicable site inspections by the City of Tampa Parks Department, and permits, shall be obtained prior to commencing work.

The Contractor shall provide root pruning services as directed by the Engineer.

W-105.02 Performance of Work

All root pruning shall be performed by a qualified, licensed tree professional as approved by the Engineer.

All roots designated to be removed shall be severed leaving a smooth, uniform section at the remaining root end to prevent root damage.

Root pruning shall be performed with a chain saw, Dosco root pruner, or equal, as approved by the Engineer.

Root pruning shall not occur within 6 feet of the base of the tree without guidance from Parks Department staff, and no excavation shall occur inside the circumference of the root-pruned area.

* * *

SECTION 112 – LANDSCAPING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

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

1.2 DEFINITIONS:

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

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

"Warranty Period" shall be a one year period beginning at Final Acceptance.

"Maintenance Period" shall begin when plant material is installed and continue for six (6) months after notification of Final Acceptance.

"Final Maintenance Inspection" shall occur at the end of the six (6) month maintenance period.

1.3 QUALITY ASSURANCE:

- A. The landscape installation shall be by a single firm specializing in landscape work.
- B. Plant names indicated shall comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed shall conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- C. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock" (ANSI Z60 1) and, sizing and grading standards of the latest edition of "Grades and Standards for Nursery Plants: Part I and II" by the Florida Department of Agriculture and Consumer Services. All plant material shall be "Florida No. 1" or better.
1. Caliper measurement shall be taken six (6) inches above ground level if four (4) inches or less. If greater than 4 (four) inches, caliper measurement will be taken at twelve (12) inches above ground level.
- D. Do not make substitutions. If specified landscape material is not obtainable submit to the Engineer in writing, proof of non-availability and proposal for use of equivalent material.
- E. All plants shall be nursery grown and 100% acclimatized to local planting conditions.
- F. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost,

and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated. Height and spread specified will prevail over container size specified, for groundcover and shrub material only.

- G. All trees will be inspected and approved by the Engineer at the place of growth, for compliance with specification requirements for quality, size, and variety. When trees cannot be obtained locally, provide sufficient photographs of the proposed plants for approval.
1. Approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
 2. Tag trees at the source of supply prior to inspection by the Engineer.

1.4 SUBMITTALS:

- A. Submit planting schedule showing scheduled dates for each type of planting in each area of site two weeks prior to beginning work.
- B. Submit certificates of inspection, as required by governmental authorities; and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides and fertilizer materials; submit other data substantiating that materials comply with specified requirements.
- C. Submit the following material samples:
1. Mulch
 2. Topsoil with verification of sterilization and source.
 3. One typical sample of each shrub and groundcover material as specified, prior to planting for approval.
 - a. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
- D. Upon final acceptance of plant material, submit two (2) written maintenance instructions recommending procedures for maintenance of plant materials for a one year period.
- E. Provide landscape planting as-built drawings:
1. Legibly mark drawings to record actual installation.
 2. Identify field changes of dimension and detail and changes made as directed by the Engineer.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.
- B. Trees must be held and fully acclimatized over a period not less than eight (8) weeks prior to delivery to site.
- C. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails

to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately prior to digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order. Upon arrival, the certificate shall be submitted to the Engineer. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Engineer. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

- D. Plant material that is stored improperly shall receive a special review established on a case by case basis.
- E. Cover plants transported on open vehicles with a protective covering to prevent wind burn.
- F. Topsoil shall be kept dry and loose for planting bed mixes.
- G. Label at least one (1) tree and one (1) shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common names.

1.6 JOB CONDITIONS:

- A. Work notification: Notify the Engineer at least seven (7) working days prior to installation of plant material. All plant samples shall be reviewed for approval prior to notification.
- B. Protect existing utilities, paving and other facilities from damage caused by landscaping operations. Notify any affected utilities 48 hours prior to beginning work, if applicable.
- C. A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.
- D. Examine the subgrade, verify the elevations, observe the conditions under which work is to be performed, and examine unsatisfactory conditions before proceeding with the work.
 - 1. When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify the Engineer before planting to determine alternative action.
 - 2. Contractor shall be responsible for the removal of existing vegetation deemed necessary by the Engineer to carry out the scope of the project.
- E. The irrigation system shall be installed prior to planting, if applicable. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components, new and existing, damaged during planting operations. Test system prior to installation of plant material.
- F. Any work taking place along a city, county or state road or median must comply with appropriate regulating authorities guidelines for "Traffic Controls for Construction and Maintenance Operations". Contractor shall be responsible to file and obtain any and all required agency permits.

PART 2 - PRODUCT

2.1 MATERIALS:

- A. Plants: Provide plants typical of their species or variety; with normal, densely-developed branches and vigorous, fibrous root systems. Provide only sound, healthy vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasion of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.
1. All plant material shall be "Florida No. 1", or better.
 2. Dig balled and burlapped plants with firm, natural balls of earth of diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.
 3. Container-grown stock: Grown in container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - a. No plants shall be loose in container.
 - b. Container stock shall not be pot bound.
 4. Trees that have the main trunk forming a "Y" shape are not acceptable. Trees shall have a minimum of five (5) feet of trunk free from branching, unless otherwise specified.
 5. Sanding of palm tree trunks will not be accepted. Palm tree fronds shall be tied up to protect the bud from stress and damage. Fronds shall be tied with a material that will decompose naturally.
 6. Plants planted in rows shall be matched in form.
 7. Plants larger than those specified in the plant list may be used when approved by the Engineer.
 - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
 8. The height of the tree, measured from the crown of the roots to the average height of the top of the tree, shall not be less than the minimum size designated in the plant list. Container size designated, if any, shall be the minimum size required.
 9. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
 10. Height and spread requirements, of shrub and groundcover material, indicated in the plant list shall prevail over container size indicated, unless otherwise specified.
 11. Shrubs and small plants shall conform to the following standards:
 - a. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
 - b. Single stemmed or thin plants will not be accepted.

- c. Side branches shall be generous, well-twiggged, and the plant as a whole well-bushed to the ground, unless otherwise specified.
 - d. Plants shall be in a vigorous condition, free from dead wood, bruises, or other root or branch injuries.
12. Any plant material showing signs of shock will be judged on a case by case basis for acceptance or rejection.

2.2 ACCESSORIES:

- A. Refer to drawings and other portions of specifications for accessories specifically used on this project.

PART 3 - EXECUTION

3.1 INSPECTION:

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

3.2 PREPARATION:

A. Time of planting.

- 1. Deciduous material: If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to planting operation.

- B. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

- C. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas, then secure the Engineer's acceptance before start of planting work. Give 24 hour notice for inspection. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected. Verify locations of existing utilities.

- D. Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least 12" greater than the diameter of the root system and 3 times greater than diameter of rootball for trees. Depth of pit shall accommodate the root system. Scarify the bottom of the pit to a depth of 4". Remove excavated materials from the site, as specified and directed by the Engineer.

- E. Provide pre-mixed planting mixture for use around the balls and roots of the plants consisting of topsoil and 1/2 lb. plant fertilizer as specified, for each cu. yd. of mixture.

- F. Provide pre-mixed ground cover bed planting mixture consisting of topsoil and 1/2 lb. plant fertilizer as specified, per cu. yd. Provide beds a minimum of 8" deep. Excavate groundcover beds 4" deep, add planting mixture and fill to a depth of 8". If slopes are greater than 4 to 1 increase depth to 12".

- G. Palm trees with clear trunk greater than six (6) feet in height shall be backfilled with soil indigenous to the site

3.3 INSTALLATION:

- A. Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material 2-3" above the finished grade. No filling will be permitted around trunks or stems. Backfill the pit with half indigenous soil to the site and half planting mixture until approximately 2/3 full, then water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Do not use muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

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

1. Remove all burlap, ropes, and wires from the tops of balls.
- B. Space groundcover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 4" of the trunks of trees and shrubs within planting bed and to within 6" edge of bed.
- C. Care of Existing Trees:
1. All existing trees, if any, shall be protected through the duration of this project as outlined in the Tree Protection Standards of the City of Tampa Site Clearing Ordinance. These requirements and those attached at the end of this section are available in the City Hall Annex Building, 3rd floor east, Duplication Office for a fee.

D. Tree Relocation:

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

3.4 MAINTENANCE:

- A. Begin maintenance immediately after planting. Maintain all plant material until final acceptance and for an establishment period of six (6) months after final acceptance.
- B. Maintenance shall include but is not limited to pruning, cultivating, mowing, weeding, fertilizing, watering, and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease.
1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
 2. Tighten and repair guy wires and stakes as required.
 3. Correct defective work immediately after deficiencies become apparent and weather permits.
 4. In addition to irrigation system, water trees every other day saturating the soil to a depth of three (3) feet for the first two (2) weeks. If no irrigation system exists, water plant material per the following schedule
1-30 days - water every other day, saturating the soil to a depth of three (3) feet
30-90 days - water twice a week, saturating the soil to a depth of three (3) feet.

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

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

3.5 ACCEPTANCE:

- A. Inspection to determine acceptance of planted areas will be made by the Engineer upon Contractor's request. Provide notification at least five (5) working days before requested inspection date.
1. Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.
- B. The Engineer will prepare a "punch list" of those items which must be corrected before reinspection for final acceptance. The Engineer will determine an appropriate time period in which punch list items must be corrected. Provide 48 hour notification of need for reinspection.
- C. The City will assume plant maintenance 30 days after final acceptance, at which time, the contractor shall request a final maintenance inspection for acceptance, where requirements as stated in 3.5 apply.

3.6 WARRANTY:

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

3.7 CLEANING

Perform cleaning during installation of the work and upon completion of work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

* * *

SECTION 113 - DISPOSAL OF DEBRIS

W-113.01 General

The Contractor shall furnish all labor, materials, and equipment required to transport and dispose of debris removed from existing ditch, all pipelines and structures, within the limits of proposed work as depicted on the construction plans. Debris shall be defined as all material existing in the ditch for which removal is required to provide a clean and clear ditch system.

W-113.02 Scope of Work

The Contractor will have the following responsibilities:

- a. Be solely responsible to handle, transport, test, permit, and dispose of debris in accordance with all applicable regulatory requirements.
- b. For transportation between project site and disposal site.
- c. To apply for, pay fees, and obtain all required environmental or transportation permits prior to handling debris. Permitting agencies include, but are not limited to, EPA, DER, DOT, Hillsborough County, City of Tampa, and Expressway Authority.
- d. To perform all necessary tests as required by permit and all applicable regulatory requirements.
- e. To select a disposal site and acquire approval from the disposal site owner for disposal of debris. The Contractor is responsible to pay all applicable disposal fees.

* * *

SECTION 118 - CELL INFILL FOR EROSION CONTROL SYSTEM

W-118.01 General

The work specified in this section shall include the furnishing of all labor, materials, equipment, services, and incidentals required for the infilling of the cells of the cellular confinement erosion control system.

Materials furnished and installed under this section shall be provided and placed in full conformity with the project plans and specifications. Refer to Section 120.05 for detail regarding placement requirements.

The infill areas shall be filled, graded and tamped such that they are stable and each cell is filled, without excessive overfilling.

W-118.02 Materials Handling and Storage

Care shall be taken such that cell infill material is not contaminated by mixing with other materials. Material shall be kept clean and dry prior to placement.

W-118.03 Material (Select Fill Material - Crushed Stone)

Number 57 crushed stone shall be used as cell infill material. Crushed stone shall consist of clean, durable rock, and shall be angular in shape, and uniform in size.

W-118.04 Submittals

The Contractor shall submit a material sample to the Engineer and shall obtain approval prior to the commencement of any infill operations on the project.

* * *

SECTION 150 - CELLULAR CONFINEMENT EROSION CONTROL SYSTEM

W-150.01 General

The work specified in this section shall include the furnishing of all labor, materials, equipment, services, and incidentals required for the grading of the ditch bank, placement of the cellular confinement erosion control system, and restoration as specified herein.

Materials furnished and installed under this section shall be provided and placed in full conformity with detailed drawings, specifications, engineering data, and instructions and recommendations of the manufacturer as approved by the Engineer.

The surfaces to be protected shall be prepared, graded and tamped to such an extent that they are normally stable in the absence of erosive forces. A geotextile mat shall be placed over these surfaces as described in the plans and specifications, Section 77.

W-150.02 Materials Handling and Storage

The Contractor shall check all materials delivered to the site to ensure that the correct materials have been received. Materials shall be stored on-site in a manner that ensures that no damage occurs to any of the materials. Damaged materials shall be replaced at the Contractor's expense.

W-150.03 Materials

The erosion control system shall be Geoweb Cellular Confinement System as manufactured by Presto Products Company, Geosystems Products, P.O. Box 2399, Appleton, WI 54913-2399, or equal. Phone: 920-738-1222, E-mail: info@prestogeo.com, Website: www.prestogeo.com.

The Geoweb system consists of an assembly of perforated HDPE sheet strips connected in series at off-set, full-depth ultrasonic seams, aligned perpendicular to the longitudinal axis of the strips. When expanded, the interconnected strips form the walls of a flexible, three-dimensional cellular confinement structure into which the specified infill materials can be placed. The system shall include Geoweb geocells, ATRA GFRP (Glass Fiber Reinforced Polymer) Anchors, Geotextile (see Section 77,) anchor trench backfill and cell infill materials (see Section 118).

The Project is designed using Geoweb GW20 (4-inch cell depth) sections. It is recommended that Geoweb sections 10 cells wide by 15 cells long (8 feet by 10 feet when expanded) are used. Suggested Product Code is GW20041015P30. The Contractor shall consult the manufacturer's representative to obtain any necessary technical assistance.

Geoweb sections shall be anchored with rows of ATRA GFRP Anchors that bear against, and hook over, the cell walls. The ATRA GFRP Anchor shall be made by properly inserting the ATRA Clip to the ATRA Stake so that the end of the Stake is flush with or 1/8 inch maximum above the top of the ATRA Clip. Prior to inserting the ATRA Clip on the end of the stake, the stake end shall be ground or filed so that it has a bevel and is free from all burrs.

W-150.04 Site Preparation

Before installing the cellular confinement system, the slope shall be filled and shaped to the grade indicated in the plans. Select material meeting specifications Section 119 shall be used for fill. Projections or other foreign matter shall be removed from the slope prior to filling. Any existing rip-rap, rubble, or other rock or concrete matter in conflict with the proposed cellular confinement system shall be removed and disposed of by the Contractor.

W-150.05 Placement and Anchoring of Cellular Confinement System

Geoweb sections shall be expanded uniformly into position over the geotextile or foundation soil as shown in the plans. The Geoweb system shall be anchored at the crest of the slope and expanded down the slope surface. Non-uniform expansion of Geoweb sections and cutting and stapling of sections may be required in order to conform to the slope and to work around existing trees or other vegetation to remain.

The Geoweb sections shall be permanently anchored with the specified stake anchors in the pattern prescribed by the plans or by the manufacturer's representative. At each anchor location, place the ATRA GFRP Anchor against the upslope cell wall and drive the stake until the Clip arm is over the cell wall.

The edges of adjacent sections of Geoweb shall be inter-leafed or butt-jointed according to which side-wall profiles abut. In all cases, the upper surfaces of adjoining Geoweb sections shall be flush at the joint. The Contractor shall interleaf the side connections between Geoweb sections. Welded edge seams shall be overlapped and aligned when stapling. Abut end connections between Geoweb sections. The longitudinal centerlines of abutting external cells shall be aligned and stapled at the cell wall contact point.

Adjoining sections shall be stapled together using a Stanley Bostitch S32SL modified pneumatic stapler and one-half inch SL5035 staples or a Stanley Bostitch P50-10B pneumatic stapler and one-half inch SB103020 wire staples, or equal.

The specified infill material shall be placed into the expanded cells with suitable materials handling equipment such as a backhoe, a front-end loader, a conveyor, or crane-mounted skip. In all cases, maximum drop height into the cells shall be limited to three (3) feet to avoid damage or displacement of the cell walls. Filling shall proceed from the top of the slope to the toe of the slope to minimize displacement of the Geoweb sections.

Refer to Presto Products standard drawings for additional details regarding placement and anchoring.

W-150.06 Submittals

The Contractor shall submit shop drawings, product data and samples to the Engineer and shall obtain approval prior to the commencement of any work on the project.

* * *

SECTION 425 - STORMWATER INLETS, MANHOLES
AND JUNCTION BOXES

W-425.01 General

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

W-425.02 Composition and Proportioning

Concrete: Unless otherwise shown in the plans, all concrete for these structures shall be Class II as specified in the latest FDOT Standard Specifications Section 346 – Portland Cement Concrete and Section 347 – Portland Cement Concrete – NS.

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

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

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

W-425.03 Gratings

Gratings and frames fabricated from structural steel shall be Zinc (hot-dip galvanized) Coatings on Iron and Steel Products, in accordance with the requirements of ASTM A123. These requirements do not apply when A-588 steel is used.

When Alternate "G" grates are specified, the chain, bolt, nuts, and cold shuts shall be galvanized after fabrication in accordance with the requirements of ASTM A 153.

W-425.04 Forms

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

W-425.05 Precast Inlets, Manholes, and Junction Boxes

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

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

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

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

W-425.06 Construction Methods

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

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

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

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

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

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

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

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

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

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

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

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

W-425.07 Drainage Structures

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

Brick construction shall be as follows:

- a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.
 - b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.
 - c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.
 - d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).
 - e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.
 - f. All brick structures shall be plastered smooth inside also with 1/2-inch thick, 1:2 (Portland cement-sand) mortar.
 - g. No "unsound" brick shall be used. As a test, if a light hammer blow, with the brick held lightly in hand, does not produce a uniform crisp ringing sound, the brick shall be construed to have crack(s), or otherwise unsound and shall be rejected.
 - h. All bricks shall be solid.
3. No additional compensation shall be paid for brick structures. Brick and concrete shall not be used simultaneously in drainage structure walls. Walls of round structures shall be constructed of concrete only.
 4. For all types of manholes, the top and bottom slab shall be as per applicable D.O.T. standards, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:
 - a. Top and bottom slabs shall have same thicknesses and reinforcements in any manhole structure.
 - b. The minimum slab thickness and reinforcement shall be 8 inches thick and #6 bars at 6-inch centers both ways.
 - c. 4-foot by 6-foot (4' x 6') or larger manholes, including circular manholes with inside diameter of 5-feet (5.0') or larger, shall have 10-inch thick slabs with #7 bars at 6-inch centers both ways.
 - d. Unless specified on the Plans, four-sided structures with both inside dimensions in excess of eight feet (8.0') and circular structures with inside diameter in excess of eight feet (8.0') shall not be covered by D.O.T. and the above criteria.
 5. All grate inlets shall conform to the City of Tampa design standards.
 6. Grates on inlets, as well as all other structures, shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
 7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J

manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.

8. The reinforcements and shapes for all drainage structures, unless directed by the Engineer otherwise, shall conform to the Plans and applicable design standards.
9. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the Contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.
10. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu D.O.T. Type 5 and 6 inlets and vice-versa without additional cost to the City. P-5 and P-6 inlets shall have 3-1/2-foot by 3-1/2-foot substructures unless oversized pipe is to be accommodated or otherwise directed by the Engineer. Legible, detailed plans of each inlet type shall be provided to the Contractor.

Side openings in curb and grate type inlets may be specified in the Plans or by the Construction Engineer to meet site conditions. The Contractor shall provide such openings without any additional cost.

11. When precast drainage structures are requested as substitutions for poured in place concrete structures, the Contractor shall meet the following additional requirements:
 - a. Minimum height of the base structure (manhole or inlet barrel), unless restricted by design, shall be 5 feet 0 inches before extending the structure height by another precast "barrel." The minimum height of the top (extension) precast "barrel" shall be 1 foot 6 inches. "Barrel" extensions of less than 1-foot 6-inch height shall be cast in place with continuous reinforcement.
 - b. Four-sided structures may be considered as an alternate to circular structures, but not the reverse.
 - c. For substructures for the City-type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use a 3-foot by 4-foot (inside dimensions) structure. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
 - d. When circular structures are precast in accordance with ASTM C-478, minimum wall thickness shall be six inches (6") thick or as specified in ASTM C-478 for larger diameter structures.
 - e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.
 - f. The Contractor shall submit shop drawings only as specified below:
 - (1) One each-typical for different type of structures.
 - (2) For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.
 - g. Provide schedule of manufacture of the structures. No compensation shall be paid to the Contractor for unusable precast drainage structures.

- h. Provide material testing acceptance reports by a licensed private laboratory verifying:
 - (1) that the structures were constructed in accordance with details shown on the Plans and/or Shop Drawings;
 - (2) the exact design criteria adhered to; if more than one, identify which criteria applies to which structures;
 - (3) the project title, project number, file number, date cast, structure, plan sheet number and station;
 - (4) reinforcement size, spacing and amount;
 - (5) concrete placement, curing and strength, and verification of concrete cover on reinforcement; and
 - (6) that the testing laboratory stamp is placed on each structure prior to shipment.
 - i. Cooperate with Department personnel regarding periodic inspection of the precast units and the precast operations.
12. All manhole and inlet structures shall be set on a minimum 6-inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the Plans or Specifications, or unless the Engineer determines a thicker layer is required due to soil and/or water conditions. All such coarse aggregate shall be completely enveloped in non-woven filter fabric as directed by the Engineer.
- Payment for the 6-inch thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be made from the select bedding material (stone) pay item, if available, or as extra work.
13. All casting covers, such as for inlets and manholes, shall bear the appropriate City of Tampa identification for storm sewers and for sanitary sewers, as shown on the Plans and directed by the Engineer.

* * *

SECTION 430 - PIPE CULVERTS AND STORM SEWERS

W-430.01 General

The work specified in this section consists of furnishing drainage pipe and mitered end sections, conforming to these specifications and of the particular types, sizes, and dimensions shown in the plans. This work shall include the installation of the pipe and mitered end sections at the locations called for, in conformity with the lines and grades given, and the furnishing and construction of such joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work as indicated in the plans.

W-430.02 Laying Pipe

General: Each section of pipe shall be inspected for defects before being lowered into the trench. All pipe shall be carefully laid, true to the lines and grades given, with hubs up and tongue end fully entered into the hub. When pipe with quadrant reinforcement, or circular pipe with elliptical reinforcement, is used, the pipe shall be installed in a position such that the manufacturer's marks designating "top" and "bottom" of the pipe shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe. Any pipe that is not in true alignment or which shows any settlement after laying shall be taken up and relaid without additional compensation.

Trench Excavation: The excavation of the trench for pipe culverts and storm sewers shall be as specified in Section 1.

Foundation: Where the foundation material is of inadequate supporting value, a suitable foundation shall be provided, as directed by the Engineer, by the removal of unsuitable material and replacing with suitable material as specified in Section 2. Where in the Engineer's opinion, the removal and replacement of unsuitable material is not practicable, he may direct alternates in the design of the pipeline, as required to provide adequate support. Should such alteration in the design result in an increase in the costs of the installation, an appropriate adjustment will not be considered as an adequate basis for extra compensation.

Pipe shall not be laid on blocks or timbers, or on other unyielding material, except where the use of such devices is called for in the plans.

Backfilling: The backfilling around the pipe shall be as specified in Section 2.

Plugging Pipe: When so shown in the plans, the ends of the pipe culverts shall be sealed with a masonry plug a minimum of eight (8) inches in thickness unless otherwise shown in the plans.

End Treatment: The end treatment required at each cross drain, side drain, or storm sewer pipe end is shown in the plans. Alternate types are permitted only when shown. Details for each type of end treatment are contained in the standard index drawings.

As an exception to the above, when concrete mitered end sections are permitted, reinforced concrete U-endwalls may be used but shop drawings must be submitted to the Engineer for approval prior to use.

Metal pipe Protection: To protect corrugated steel or aluminum pipe embedded in a concrete structure, such as an inlet, manhole, junction box, endwall, or concrete jacket, a bituminous coating shall be applied to the surface area of the pipe within and 12 inches beyond the concrete or mortar seal prior to sealing.

The surface preparation, application methods (dry film thickness and conditions during application), and equipment used shall be in accordance with the coating manufacturer's published specifications.

All coating products used must be approved by the Bureau of Materials and Research, Florida Department of Transportation, Gainesville, Florida.

The cost of furnishing and applying the bituminous material shall be included in the contract unit price for new pipe.

W-430.03 Removing and Relaying Existing Pipe

Removal: If the plans indicate that existing pipe is to remain the property of the City, all existing pipe or pipe arch so indicated in the plans to be removed or that does not conform to the lines and grades of the proposed work and that is not to be relaid, shall be taken up and stacked neatly along the right of way, as directed by the Engineer. Due care shall be exercised to prevent damage to salvageable pipe during removal and stacking operations.

Relaying: Where so shown in the plans, existing culvert pipe shall be taken up and cleaned and shall be relaid in the same manner as specified for new culvert pipe. Where necessary, existing metal pipe or pipe arch shall be straightened before it is relaid.

W-430.05 Specific Requirements for Concrete Pipe

Sealing Joints:

- (1) Round Concrete Pipe Other than Side Drain: For all round concrete pipe other than side drain pipe, the pipe joints shall be sealed by the use of round rubber gaskets. When rubber gaskets are used, the pipe joints shall meet the requirements specified in Section W-942-1. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt, and other foreign matter at the time the joints are made. In order to facilitate closure of the joint, application of an approved vegetable soap lubricant immediately prior to closing of the joint will be permitted.
- (2) Side Drain Pipe: For all concrete pipe which does not have rubber-gasket joints, the joints shall be thoroughly wetted before the inside mortar is placed; and before succeeding sections of the pipe are laid, the lower half of the joint portion of the pipe in place shall be filled on the inside with cement mortar and the upper half of the tongue portion of the next joint wiped with cement mortar, both in sufficient thickness to bring the inner surface of the abutting pipe flush and even, when the pipe is laid. After the pipe is laid, the inside of the joint shall be wiped and finished smooth and a mortar bead not less than 3/4 inch thick shall be formed completely around the outside of the joint.

Laying Requirements for Concrete Pipe with Rubber Gasket Joints: For concrete pipe laid with rubber gasket joints, any deviation from true alignment or grade which would result in a displacement from the normal position of the gasket of as much as 1/4 inch, or which would produce a gap exceeding 1/2 inch between sections of pipe for more than 1/3 of the circumference of the inside of the pipe, will not be acceptable and where such occurs the pipe shall be relaid without additional compensation. Where minor imperfections in the manufacture of the pipe cause a gap greater than 1/2 inch between pipe sections, the joint will be acceptable provided the gap does not extend more than 1/3 the circumference of the inside of the pipe. No mortar, joint compound, or other filler which would tend to restrict the flexibility of the gasket joint shall be applied to the gap.

Field Joints for Elliptical Concrete Pipe: Field joints for elliptical concrete pipe will be detailed in the plans or may be made with a preformed plastic gasket material. Pipe to be laid with joints made from preformed plastic material shall be subject to the following requirements:

- (1) General: Installation shall be in accordance with the manufacturer's instructions and these specifications. The Contractor shall be responsible for obtaining a permanent watertight joint.
- (2) Material: The preformed gasket material shall conform to the requirements of Section W-942-2.
- (3) Joint Design: The pipe manufacturer shall furnish the Engineer with details in regard to configuration of the joint and the amount of gasket material required to affect a satisfactory seal. Joint surfaces which are to be in contact with the gasket material shall not be brushed or wiped with cement slurry. Minor voids may be filled with cement slurry provided that all excess cement slurry is removed from the joint surface at the point of manufacture.
- (4) Primer: Prior to application of the gasket material, a primer of the type recommended by the manufacturer of the gasket material shall be applied to all joint surfaces which are to be in contact with the gasket material. The surface to be primed shall be thoroughly cleaned and dry when the primer is applied.
- (5) Application of Gasket: Prior to placing a section of pipe in the trench, gasket material shall be applied to form a continuous gasket around the entire circumference of the leading edge of the tongue and the groove joint in accordance with the detail entitled "Detail for Application of Gasket Material (Before Joint Pull-Up)." The paper wrapper on the exterior surface of the gasket material shall be left in place until immediately prior to joining of sections. The gasket material shall be checked to assure that it is bonded to the joint surface, immediately prior to placing a joint in the trench. Plastic gasket material shall be applied only to surfaces which are dry. A hand heating device shall be kept at the job site to dry joint surfaces immediately before application of the plastic gasket material. When the atmospheric temperature is below 60 degrees F., plastic joint seal gaskets shall either be stored in an area warm to above 70 degrees F., or artificially warmed to this temperature in a manner satisfactory to the Engineer.
- (6) Installation of Pipe: Handling of a section of pipe after the gasket material has been affixed shall be carefully controlled to avoid displacement of gaskets or contamination of gasket material with dirt or other foreign material. Any gasket displaced or contaminated in handling of the pipe shall be removed and repositioned or replaced as directed. The pipe shall be installed in a dry trench. The bottom of the trench shall be carefully shaped so as to minimize the need for realignment of sections of pipe after they are placed in the trench. Care shall be taken to properly align each section of pipe prior to the gaskets coming into contact. Realignment of a joint after the gaskets come into contact tends to reduce the effectiveness of the seal and shall be held to a minimum. When the pipes are joined, the entire joint shall be filled with gasket material and there shall be evidence of squeeze-out of gasket material for the entire internal and external circumference of the joint. Excess material on the interior of the pipe shall be trimmed to provide a smooth interior surface. After the pipe is in its final position, the joint shall be carefully examined to determine that the gasket material is satisfactorily adhering to all surfaces of the joint and that the entire joint is filled with gasket material. If a joint is defective, the leading section of pipe shall be removed and the joint resealed.

Requirements for Concrete Radius Pipe:

Design: Concrete radius pipe shall be constructed in segments not longer than four feet (along the pipe centerline), except where another length is called for in the plans or the specific provisions. Each segment shall be joined by round rubber gaskets. The pipe manufacturer shall submit details of his proposed joint and the segment length and shape for approval by the Engineer prior to manufacture.

Pre-Assembly: Prior to acceptance of the pipe, the manufacturer shall pre-assemble the entire radius section in his yard to assure a proper fit for all parts. This assembly may be made without gaskets at the option of the manufacturer. Upon satisfactory assembly, the joints shall be consecutively numbered on both the interior and exterior surfaces of each joint, and match marks showing proper position of joints shall be made. Installation on the project shall be in the order of pre-assembly.

W-430.06 Field Joints for Aluminum Pipe

General: Field joints for aluminum pipe shall be made with bands fabricated of the same alloy as the culvert sheeting and shall meet the requirements of AASHTO M 196.

Aluminum Cross Drains, Storm Sewers, and Gutter Drains: The provisions specified above for corrugated steel pipe for these installations shall apply also to aluminum pipe (for circular and helical corrugations) except that the material used in the bands and band connections for the alternate combination of joint materials shall be fabricated of the same alloy as the culvert sheeting.

W-430.07 Joints in Cast Iron Pipe

The provisions of Section 430.07 for mortaring and wetting inside the joints, as specified for concrete side drain pipe without rubber gaskets, shall apply to the inside joints of all cast iron pipe.

* * *

SECTION 524 – ENVIROMAT EL400 STYLE REVETMENT
AND EROSION CONTROL SYSTEM

W-524-01 General

This work shall include the furnishing of all labor, materials, equipment, services, and incidentals required for the grading of the ditch bank, placement of the Enviromat EL400 style revetment and erosion control system, and restoration as specified herein.

Materials furnished and installed under this section shall be provided and placed in full conformity with detailed drawings, specifications, engineering data, and instructions and recommendations of the manufacturer as approved by the Engineer.

The surfaces to be protected shall be prepared and graded to such an extent that they are normally stable in the absence of erosive forces. A fabric envelope in a mat configuration shall be positioned over these surfaces and filled with a pumpable sand/cement slurry in such a way as to form a stable mat of suitable weight and configuration.

After the concrete lining has been filled and the concrete has set, the large single-layer areas should be cut out and the resulting open areas filled with void filler to the top of the concrete lining. The void filler material should consist of topsoil, seed and fertilizer in accordance with the Contract Specifications. At no time should more than 200 linear feet (152.5 m) of concrete lining be exposed unfilled. Below the water line, the void filler material should consist of well graded aggregate with a maximum size of 1 inch (25 mm). At no time shall more than 500 linear feet (150 m) of Enviromat be exposed unfilled.

Where required, steel anchor rods should be installed at designated centers along the fabric-formed concrete lining or mat to increase its resisting force. The diameter of the anchor rods is selected to provide the supplemental shear strength required for the installed area of lining or mat. The threaded anchor rods should be grades 40 or 50 and a 6 inch (152 mm) square washer and nut are placed at the end of each anchor. Typically, the total length of the anchor rod is the sum of the embedment depth, the average thickness of the lining or mat, plus 6 inches (152 mm). The embedment depth of the anchor rod must be sufficient to resist the pullout force applied in line with the rod. The depth is dependent upon the concrete used in the anchor block and the type of soil. For most conditions, an embedment depth of 24 inches (610 mm) is sufficient. Anchor rods are installed by excavating a 6 inch (152 mm) diameter anchor hole with a post digger or auger, filling the hole with concrete, and inserting the anchor rod. Once the concrete has set, a geotextile filter fabric and the fabric form are placed and the anchor rod is forced through the filter fabric and both layers of the fabric form. The form is filled with fine aggregate concrete and allowed to set for a minimum of one hour. A washer is then placed over the exposed end of the anchor rod, and a nut is installed snugly to secure the washer to the top of the lining or mat.

The Contractor shall furnish records of past successful experience in performing this type of work.

W-524.02 Technical Services

The Contractor shall retain the services of a manufacturer's representative to provide technical assistance in the field. The representative shall be present prior to and during placement of the erosion control materials to instruct in their proper installation.

W-524.03 Materials

A. Fabric Design

Fabric-forming material shall consist of double-layer, open-selvage fabric joined in a mat configuration. Fabric shall be woven of 100% continuous multifilament nylon of which at least 50% by weight shall be bulk textured fiber. Staple yarns shall not be allowed.

The fabric formed concrete style revetment and erosion control system shall be "Enviromat EL400" as manufactured by Hydrotex Inc., Synthetex 4151 Ashford Dunwoody Road, Suite 510, Atlanta, Georgia 30319, 770-399-5051, or equal.

Enviromat fabric shall be woven in such a manner as to provide interwoven points of attachment on spaced centers. These points of attachment shall serve to control the thickness of the finished revetment and also act as filter points to provide relief of hydrostatic uplift beneath the completed revetment. They shall be woven in a basket or other open pattern to provide improved permeability.

The thickness of the finished revetment shall be measured as described in W-524.04 of these specifications.

B. Fiber and Fabric Specifications

Fiber and fabric materials shall meet the minimum requirements as listed herein and reported by an independent testing agency.

The Contractor shall allow for contractions of the fabric assembly which occurs as a result of filling with mortar.

C. Fabric Porosity

Fabric porosity is essential for the successful execution of this work. At the direction of the Engineer, the Contractor shall demonstrate the suitability of fabric design by injecting the proposed slurry into 5½ inch (140mm) diameter sleeves. The sleeves shall be constructed of a single layer of the same basic fabric material. Test cylinders 12 inches (300mm) long shall be cut from each specimen and tested in accordance with ASTM C-39.

D. Fabric Assembly

Adjacent fabric panels shall be connected by sewing or by means of zippers. The two top layers of fabric and the two bottom layers of fabric shall be joined separately permitting full mat thickness between the two parallel seams. A single seam in which all four layers of fabric are joined at one point will not be permitted. If required, grout stops may be installed parallel to and in between individual mill widths at predetermined intervals to regulate the flow of fine aggregate concrete. Grout stops shall be so designed as to produce full mat thickness along the full length of the grout stop.

E. Fine Aggregate Concrete

Fine aggregate concrete shall consist of a mixture of portland cement, fine aggregate, and water so proportioned and mixed as to provide readily pumpable slurry. Admixtures and/or a pozzolan may be used with the approval of the Engineer. Use of superplasticizers or silica fume requires special precautions. The hardened fine aggregate concrete shall exhibit a compressive strength of 2,000 psi at 28 days when specimens are made and tested according to the provisions of ASTM C-31 and C-39.

The average compressive strength of cast test cylinders, as described in Paragraph C above, shall be at least 20% higher at 7 days than that of companion test cylinders made in accordance with ASTM C-31, and not less than 2,500 psi at 28 days.

F. Slope Preparation

For the sake of appearance, revetments shall be placed over relatively smooth surfaces. Minor irregularities are tolerable, as approved by the Engineer, for the Enviromat or Articulated Block configuration, since their effect on appearance will be obscured by the deeply textured surface of the mat.

If backfilling is necessary, the Contractor shall use compacted granular material and shall consult the Engineer for approval of backfill materials.

Anchor and flank trench installation will be in accordance with plans and specifications.

To minimize reworking surfaces to be protected, fabric should be placed and pumped immediately following slope preparation.

W-524.04 Installation

A. Fabric Storage

Immediately following receipt of fabric on the job site, fabric shall be inspected and stored in a clean dry area where it will not be subject to mechanical damage or exposure to moisture or direct sunlight.

B. Fabric Placement

Prior to fine aggregate concrete injection, the dual-walled fabric shall be positioned over a geotextile filter fabric, as specified by the Engineer at its approximate design location, making appropriate allowance for contraction of the fabric which will occur as a result of fine aggregate concrete injection.

Panels of fabric may be factory assembled in predetermined sizes and joined together side-by-side at the job site by field sewing or by means of zipper closures attached to the upper and lower layers of fabric. If joining of panels, as described above, is impractical, adjacent panels may be overlapped a minimum of two feet (0.6m), subject to the Engineer's approval. In no case will simple butt joints between panels be allowed.

C. Fine Aggregate Concrete Injection

Following placement of dual-walled fabric over the geotextile filter, fine aggregate concrete shall be injected between the top and bottom layers of fabric through small slits cut in the upper layer of fabric. The injection pipe shall be wrapped tightly at the point of injection with a strip of burlap during pumping. After pumping, the burlap shall be pushed into the slit as the injection pipe is withdrawn in order to minimize spillage of fine aggregate concrete on the surface of the revetment. The sequence of fine aggregate concrete injection shall be such as to ensure complete filling of the revetment-forming fabric to the thickness specified by the fabric manufacturer.

Foot traffic will not be permitted on the freshly pumped mat when such traffic will cause permanent indentations in the mat surface. Walk boards shall be used when necessary. Excessive fine aggregate concrete, which has been inadvertently spilled on the mat surface, shall be cleaned up with a broom and

shovel. Use of water to remove spilled fine aggregate concrete from the surface of a freshly pumped mat will not be permitted.

During fine aggregate concrete injection, the mat thickness may be measured by inserting a short piece of stiff wire through the crowns of the mat midway between filter points at several locations from the crest to the toe of the slope. Any mat measuring less than 90% of the average of all thickness measurements shall be reinjected until average thickness has been attained.

* * *

SECTION 530 – RUBBLE RIPRAP

W-530.01 General

Construct riprap composed of rubble (consisting of broken tone or broken concrete) as shown in the Design Standards and in the plans.

When specified in the plans, place bedding stone under the rubble riprap. When specified in the plans or Design Standards, place geotextile fabric under the riprap.

W-530.02 Materials

- A. Use sound, hard, durable rubble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone or broken concrete with a bulk specific gravity of at least 1.90. Ensure that stones or broken concrete are rough and angular. Use broken stone or broken concrete meeting the following gradation and thickness requirements per FDOT Specification 530-2.2.2 & 530-2.2.3.

- B. Geotextile Fabric:

Meet the requirements of FDOT Standard Specifications Section 514 and FDOT Design Standards, Index 199.

W-530.03 Installation

- A. Placing:

Dump rubble in place forming a compact layer conforming to the neat lines and thickness specified in the plans. Ensure that rubble does not segregate so that smaller pieces evenly fill the voids between the larger pieces.

* * *

SECTION 548- CONCRETE SEGMENTAL RETAINING WALL SYSTEM

W-548-01 General

This work shall include the furnishing of all labor, materials, equipment, services, and incidentals required for the placement of the concrete retaining wall, backfill, drainage aggregate, geotextile filter, geotextile reinforcement, structural backfill, tie-backs, and foundation soil as specified herein.

Materials furnished and installed under this section shall be provided and placed in full conformity with detailed drawings, specifications, engineering data, and instructions and recommendations of the manufacturer as approved by the Engineer.

The Contractor shall furnish records of past successful experience in performing this type of work.

W-548.02 Technical Services

The Contractor shall retain the services of a manufacturer's representative to provide technical assistance in the field. The representative shall be present prior to and during placement of the erosion control materials to instruct in their proper installation.

W-548.03 Materials

A. Segmental Retaining Wall units shall meet the following requirements:

1. Physical Requirements:

- a. Compression and Absorption: Concrete retaining wall units shall be tested in accordance with ASTM C140, Sections 6, 8 and 9. Concrete retaining wall units shall meet requirements of ASTM C1372, except the compressive strength requirements will be increased to a minimum of 3,500 psi and the maximum water absorption shall be limited to 7 percent, and unit height dimensions shall not vary more than plus or minus 1/16 inch from that specified in the ASTM reference, not including textured face. Test shall be performed within the past 6 months to be considered current and valid.
- b. Freeze-Thaw Durability: Shall be tested in accordance with ASTM C1262 when required. Test shall be performed within the past 12 months to be considered current and valid.

2. Per the Engineer:

- a. Color: Natural Grey
- b. Face Pattern Geometry: Straight
- c. Texture: Split Rock Face that exposes the natural aggregates.
- d. Batter: Include an integral batter control shear connector to provide a consistent setback for each wall course. Initial wall batter shall not exceed 7 degrees.

B. Approved Systems: Anchor Wall Systems or approved equal

C. Geosynthetic Reinforcement:

Geosynthetic Reinforcement shall be manufactured with high-tenacity polyester or HDPE in a grid or textile structure. The geosynthetic reinforcement must meet the long-term design strength, soil interaction, and connection capacity requirements as required by the design of the retaining wall.

2. Long-term Design Strength: As determined in accordance with Method A of the NCMA Design Manual for Segmental Retaining Walls, Second Edition, Second Printing, 1997.
 - a. Ultimate Tensile Strength: The ultimate tensile strength of the geosynthetic reinforcement shall be determined in accordance with ASTM D4595 or ASTM D6637.
 - b. Creep: Creep testing of the geosynthetic shall be performed in accordance with ASTM D5262. The creep reduction factor shall be determined in accordance with FHWA-NHI-00-043.
 - c. Installation Damage: The installation damage reduction factor shall be determined in accordance with ASTM D5818 and FHWA-NHI-00-043.
 - d. Durability: The durability reduction factor shall be determined in accordance with FHWA-NHI-00-044.
2. Soil Interaction: The soil interaction properties include the coefficient of direct sliding and coefficient of interaction as determined through direct shear and pullout testing, respectively.
 - a. Pullout: Shall be determined in accordance with ASTM D6706.
 - b. Direct Sliding: Shall be tested in accordance with ASTM D5321.
3. Connection Capacity: As determined in accordance with ASTM D6638.

D. Leveling Pad Base:

1. Aggregate Base: Crushed stone or granular fill meeting the following gradation as determined in accordance with ASTM D448:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
No. 4	35 to 70
No. 40	10 to 35
No. 200	3 to 10

- a. Base Thickness: 6 inches (minimum compacted thickness).

2. Concrete Base: Nonreinforced lean concrete base.
 - a. Base Thickness: At least 2 inches
 - b. Minimum Compressive strength of 1,500 psi

- E. Drainage Aggregate: Clean crushed stone or granular fill meeting the following gradation as determined in accordance with ASTM D448:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	75 to 100

No. 4	0 to 60
No. 40	0 to 50
No. 200	0 to 5

- F. Reinforced Backfill: Suitable reinforced backfill soils shall be free of organics and debris and consisting of GP, GW, SP, SW, or SM type, classified in accordance with ASTM D2487 and the USCS classification system. Soils classified as SC, ML and CL are considered suitable soils for segmental retaining walls with a total height of less than 10 feet.
1. The Plasticity Index (PI) of the reinforced backfill soils shall not be greater than 20 as measured in accordance with ASTM D4318.
 2. Unsuitable soils are organic soils and those soils classified as CH, OH, MH, OL, or PT.
 3. The pH of the reinforced backfill shall be between 3 and 10 and be tested in accordance with ASTM G51.
 4. Maximum particle size less than or equal to 4 inches.
- G. Structural Backfill: This component is made by mixing cementitious material, coarse aggregate and water. The cementitious material should be hydraulic cement (ASTM C 150 or C 1157), fly ash (ASTM C 618) or slag (ASTM C 989). The stone should be coarse aggregate, size number 6, 8 or 57, (1/2 inch to 3/4 inch) type 3S (ASTM C 33). Stone size selection should be based on the application. Generally, a block with a large core or one with large voids between it and adjacent blocks can more easily accept a mix design with larger aggregates. The water should be potable. The mixing ratios (by weight) of aggregate to cementitious material should be between 6:1 and 7:1. The mixing ratio (by weight) of water to cementitious material should be no more than 1:2. The resulting material, upon curing, should have at least 25% voids.
- H. Drainage Pipe: Perforated or slotted PVC or corrugated HDPE pipe manufactured in accordance with D3034 and/or ASTM F405. The pipe may be covered with a geotextile filter to prevent fines migration into the pipe.
- I. Pre-fabricated Drainage Composite: The pre-fabricated drainage composite shall be Miradrain 5000, manufactured by Mirafi, or approved equal.
- J. Geotextile Filter: The geotextile filter shall be in accordance with AASHTO M288 guidelines.
- K. Impervious Material: Clay soil and/or low permeability geosynthetic shall have a coefficient of permeability of less than 10^{-6} cm/s as tested in accordance with ASTM D5084 or ASTM D4491, as applicable.
- L. Construction Adhesive: Exterior grade adhesive as recommended by the retaining wall unit manufacturer.

W-548.04 Submittals

Due to the design-build nature of Segmental Retaining Wall Systems, contractors shall provide a system specific submittal package to the Engineer at least thirty (30) days prior to construction for approval. Incomplete submittal packages will not be reviewed.

- A. Submit the following at least thirty (30) days prior to construction for approval
1. Product Data :
 - a. Material description and installation instructions for each manufactured product specified including Segmental Retaining Wall Units (SRW) and Geosynthetic Reinforcement.
 - b. Name and address of the production facility where the proposed SRW units will be manufactured. All units to be manufactured at the same facility.

- c. Notarized letter from the SRW manufacturer stating that the units supplied for this project are manufactured in complete compliance with Section 2.01 of this specification. The letter shall state that the SRW units shown in the attached test reports are representative samples of the plants normal mix design and regular production runs.
2. Samples:
 - a. Furnish one unit demonstrating the color, face pattern, and texture of the SRW.
 - b. Furnish 12-inch square or larger piece of the geosynthetic reinforcement specified.
 3. Test Reports:
 - a. Independent laboratory reports indicating compressive strength, moisture absorption and freeze-thaw durability of the concrete retaining wall units from the proposed production facility. Only test performed within the past 12 months will be considered current and valid.
 - b. Independent test reports verifying the long-term design strength properties (creep, installation damage, and durability) and soil interaction properties of the geosynthetic reinforcement.
 - c. Independent test reports verifying the connection capacity between the geosynthetic reinforcement and the concrete retaining wall units.
 4. Wall Design Engineer Qualifications:
 - a. Current insurance policy verifying professional liability and errors and omissions insurance coverage for an aggregate and per claim limit of at least two million dollars (\$2,000,000).
 - b. Notarized letter certifying the proposed SRW Design Engineer is a licensed professional engineer in the state of wall installation and has a minimum of 4 years and 500,000 square feet of SRW system design experience.
 5. Retaining Wall Installer Qualifications:
 - a. Notarized statement showing that the retaining wall installer has installed a minimum of 100,000 square feet of segmental retaining walls.
 - b. The Retaining Wall Installer shall furnish five (5) project references of similar size and scope to this project including the wall(s) height and square footage. References shall include the contact information of Owner or General Contractor.
- B. Submit the following at least thirty (30) days prior to start of construction for approval
1. Retaining Wall Final Design Submittals
 - a. Shop Drawings: Four (4) sets of the retaining wall system design, including wall elevation views, geosynthetic reinforcement layout, pertinent details, and drainage provisions. A registered professional engineer licensed in the state of wall installation shall sign and certify that the shop drawings are designed in accordance with the project civil plans and specifications.
 - b. Design Calculations: Four (4) sets of certified engineering design calculations prepared in accordance with the NCMA Design Manual for Segmental Retaining Walls, Second Edition, Second Printing, 1997. Analysis shall include Internal, External, Global Stability, and Bearing Capacity Calculations. Certification must be by a qualified Professional Engineer, currently registered in the State of Florida.

W-548.05 Design Requirements

- A. Designs for SRW's using extensible (geosynthetic) reinforcement shall be prepared according to design methodology presented in the NCMA "Design Manual for Segmental Retaining Walls, 1997, second edition, second printing" and conform to the minimum safety factors as specified in this specification section. Design submittals not meeting this design criteria or technical/administrative criteria as specified will be rejected in

their entirety until complete compliance is achieved. Owner reserves all rights in determining compliance for plan approval and may reject any submittals.

- B. Design of the SRW shall be based on the following soil parameters as determined during the geotechnical investigation:

	<u>Effective Friction Angle</u>	<u>Effective Cohesion</u>	<u>Unit Weight</u>
Reinforced Backfill	_____	NA	_____
Retained Backfill	_____	NA	_____
Foundation	_____	_____	_____

The Design Engineer of Record shall be responsible for selecting and specifying reinforced fill material. The General Contractor is responsible for ensuring and documenting the reinforced fill meets the specified parameters for both strength and compaction. Compacted retained soil shall meet the minimum requirements specified.

- C. Design Criteria for Retaining Wall Systems:

Unless otherwise indicated below, SRW design shall be performed in strict accordance with the procedures presented in the NCMA Design Manual for Segmental Retaining Walls.

1. Internal Stability:
 - a. Minimum Factor of Safety on Tensile Overstress 1.0
 - b. Minimum Factor of Safety on Geogrid Pullout (peak load criterion) 1.5
 - c. Minimum Factor of Safety on Facing Shear (peak load criterion) 1.5
 - d. Minimum Factor of Safety on Facing Shear (serviceability criterion) 2% of height of SRW units 1.0
 - e. Minimum Factor of Safety Connections (peak load criterion) 1.5
 - f. Minimum Factor of Safety for Uncertainties 1.5
2. External Stability:
 - a. Minimum Factor of Safety Against Base Sliding (static condition) 1.5
 - b. Minimum Factor of Safety Against Overturning 2.0
 - c. Minimum Factor of Safety for Global Stability 1.3
 - d. Minimum Factor of Safety for Bearing Capacity 2.0
3. Seismic factors of safety shall be 75% of the static values

- D. Design shall address hydrostatic loading, seismic loading, rapid drawdown, surcharge, and backslopes where appropriate. Minimum Design Live Load of 150 psf shall be used for all walls supporting parking areas. Minimum Design Live Load of 250 psf shall be used for walls supporting entrance drives, service drives and other areas subject to traffic.

- E. Minimum reinforcement length shall be 60 percent of the wall height. Reinforcement coverage at each layer shall be 100 percent (no gaps).
- F. The maximum vertical distance between layers of soil reinforcement shall be limited to a maximum of 25" (inches) for systems that derive their connection capacity from friction and 31" (inches) for systems using a mechanical connection to derive their connection capacity (per NHI 043 and AASHTO).
- G. Drainage Aggregate shall be placed within, between, and a minimum of 12" (inches) behind the segmental concrete facing units.

W-548.06 Delivery, Storage and Handling

- A. Concrete Retaining Wall Units and Accessories: Deliver, store, and handle materials in accordance with manufacturer's recommendations, in such a manner as to prevent damage. Check the materials upon delivery to assure that proper material has been received. Store above ground on wood pallets or blocking. Remove damaged or otherwise unsuitable material, when so determined, from the site.
 - 1. Exposed faces of concrete wall units shall be free of chips, cracks, stains, and other imperfections detracting from their appearance, when viewed from a distance of 10 feet.
 - 2. Prevent mud, wet cement, adhesives and similar materials that may harm appearance of units, from coming in contact with system components.
- B. Geosynthetics (including geosynthetic reinforcement, geotextile filter, pre-fabricated drainage composite) shall be delivered, stored, and handled in accordance with ASTM D4873.

W-548.07 Extra Materials

- A. Furnish Owner with 10 replacement units identical to those installed on the Project.

W-548.08 Construction and Installation Requirements

- A. Examination:
 - 1. The Project Geotechnical Engineer shall examine the areas and conditions under which the retaining wall system is to be erected, and notify the Owner and Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
 - 2. Promptly notify the wall design engineer of site conditions that may affect wall performance, soil conditions observed other than those assumed, or other conditions that may require a reevaluation of the wall design.
 - 3. Verify the location of existing structures and utilities prior to excavation.
- B. Preparation:
 - 1. Ensure surrounding structures and existing utilities are protected from the effects of wall excavation.
 - 2. Excavation support, if required, is the responsibility of the Contractor, including the stability of the excavation and its influence on adjacent properties and structures.
- C. Excavation:

1. Excavate to the lines and grades shown on the Drawings. The General Contractor shall replace any unsuitable soils discovered during excavation. Use care in excavating to prevent disturbance of the base beyond the lines shown.

D. Foundation Preparation:

1. Excavate foundation soil as required for footing or base dimension shown on the Drawings, or as directed by the Project geotechnical engineer.
2. The Project geotechnical engineer will examine foundation soil to ensure that the actual foundation soil strength meets or exceeds that indicated on the Drawings. Remove soil not meeting the required strength. Oversize resulting space sufficiently from the front of the block to the back of the reinforcement, and backfill with suitable compacted backfill soils.
3. The Project geotechnical engineer will determine if the foundation soils will require special treatment or correction to control total and differential settlement.
4. Fill over-excavated areas with suitable compacted backfill, as recommended by the Project geotechnical engineer.

E. Base Course Preparation

1. Place base materials to the depths and widths shown on the Drawings, upon undisturbed soils, or foundation soils prepared in accordance with Article 3.04.
 - a. Extend the leveling pad laterally at least 6 inches in front and behind the lowermost concrete retaining wall unit.
 - b. Provide aggregate base compacted to 6 inches thick (minimum).
 - c. The Contractor may at their option, provide a concrete leveling pad as specified in Subparagraph 2.01.C.2, in lieu of the aggregate base.
 - d. Where a reinforced footing is required by local code official, place footing below frost depth.
2. Compact aggregate base material to provide a level, hard surface on which to place the first course of units. A thin, less than 1 inch, can be used to assist in leveling the base units
3. Prepare base materials to ensure complete contact with retaining wall units.

F. Erection

1. General: Erect units in accordance with manufacturer's instructions and recommendations, and as specified herein.
2. Place first course of concrete wall units on the prepared base material. Check units for level and alignment. Maintain the same elevation at the top of each unit within each section of the base course.
3. Ensure that foundation units are in full contact with natural or compacted soil base or lean concrete leveling pad.
4. Place concrete wall units side-by-side for full length of wall alignment. Alignment may be accomplished by using a string line measuring from the back of the block.
5. Place 12 inches (minimum) of drainage aggregate directly behind the concrete wall units. Fill voids in and between retaining wall units with drainage aggregate.
6. Provide a drainage zone behind the wall units to within 12 inches of the final grade. Cap the backfill and drainage aggregate zone with 12 inches of impervious material.

7. Install drainage pipe at the lowest elevation possible, to maintain gravity flow of water to outside of the reinforced zone. Slope the main collection drainage pipe, located just behind the concrete retaining wall units, 2 percent (minimum) to provide gravity flow to the daylighted areas. Daylight the main collection drainage pipe to an appropriate location away from the wall system at each low point and at 50-foot (maximum) intervals along the wall.
8. Remove excess fill from top of units and install next course. Ensure drainage aggregate and backfill are compacted before installation of next course.
9. Check each course for level and alignment. Adjust units as necessary to maintain level and alignment prior to proceeding with each additional course. Install alignment devices (pins, clips, bars etc.) if required.
10. Install each succeeding course. Backfill as each course is completed. Pull the units forward until the locating surface of the unit contacts the locating surface/device of the units in the preceding course. Interlock wall segments that meet at corners by overlapping successive courses. Attach concrete retaining wall units at exterior corners with adhesive specified.
11. Install geosynthetic reinforcement in accordance with geosynthetic manufacturer's recommendations and the shop drawings.
 - a. Orient geosynthetic reinforcement with the highest strength axis perpendicular to the wall face.
 - b. Prior to geosynthetic reinforcement placement, place the backfill and compact to the elevation of the top of the wall units at the elevation of the geosynthetic reinforcement.
 - c. Place geosynthetic reinforcement at the elevations and to the lengths shown on the Drawings.
 - d. Lay geosynthetic reinforcement horizontally on top of the concrete retaining wall units and the compacted backfill soils. Ensure that the geosynthetic reinforcement extends to within one inch of the face of the concrete retaining wall units. Place the next course of concrete retaining wall units on top of the geosynthetic reinforcement.
 - e. The geosynthetic reinforcement shall be laid horizontally, pulled taught and be free from wrinkles prior to placement of the backfill soils. The geosynthetic reinforcement may be secured in place with staples, stakes, soil fill or by hand tensioning until the geosynthetic reinforcement is covered by 6 inches of loose fill.
 - f. The geosynthetic reinforcements shall be continuous throughout its embedment length. Splices in the geosynthetic reinforcement strength direction are not allowed.
 - g. Do not operate tracked construction equipment directly on the geosynthetic reinforcement.
 - h. At least 6 inches of compacted backfill soil is required prior to operation of tracked vehicles over the geosynthetic reinforcement. Keep turning of tracked construction equipment to a minimum.
 - i. Rubber-tired equipment may pass over the geosynthetic reinforcement at speeds of less than 5 miles per hour. Turning of rubber-tired equipment is not allowed on the geosynthetic reinforcement.

G. Backfill placement

1. Place reinforced backfill, spread and compact in a manner that will minimize slack in the reinforcement.

2. Place fill within the reinforced zone and compact in lifts not exceeding 6 to 8 inches (loose thickness) where hand-operated compaction equipment is used, and not exceeding 12 inches (loose thickness) where heavy, self-propelled compaction equipment is used.
 - a. Only lightweight hand-operated compaction equipment is allowed within 4 feet of the back of the retaining wall units. If the specified compaction cannot be achieved within 4 feet of the back of the retaining wall units, replace the reinforced soil in this zone with drainage aggregate material.
3. Compaction testing shall be done in accordance with ASTM D1556 or ASTM D2922.
4. Minimum Compaction Requirements for Fill Placed in the Reinforced Zone
 - a. The minimum compaction requirement shall be determined by the project geotechnical engineer testing the compaction. At no time shall the soil compaction requirements be less than 95 percent of the soil's standard Proctor maximum dry density (ASTM D698) [modified Proctor maximum dry density (ASTM D1557)] for the entire wall height
 - b. Utility Trench Backfill: Compact utility trench backfill in or below the reinforced soil zone to 98 percent of the soil's standard Proctor maximum dry density (ASTM D698) [modified Proctor maximum dry density (ASTM D1557)], or as recommended by the Project geotechnical engineer. If the height from the utility to finish grade is higher than 30 feet, increase compaction to 100 percent of the standard Proctor density [modified Proctor density].
 1. Utilities must be properly designed (by others) to withstand all forces from the retaining wall units, reinforced soil mass, and surcharge loads, if any.
 - c. Moisture Content: Within 2 percentage points of the optimum moisture content for all wall heights.
 - d. These specifications may be changed based on recommendations by the Project geotechnical engineer.
 1. If changes are required, the Contract Sum will be adjusted by written Change Order.
5. At the end of each day's operation, the wall installer shall slope the last level of compacted backfill away from the interior (concealed) face of the wall to direct surface water runoff away from the wall face.
 - a. The General Contractor is responsible for ensuring that the finished site drainage is directed away from the retaining wall system.
 - b. In addition, the General Contractor is responsible for ensuring that surface water runoff from adjacent construction areas is not allowed to enter the retaining wall area of the construction site.
6. Refer to Article 3.10 for compaction testing.

H. Structural Backfill placement

1. After completion of the leveling pad, base course, drainpipe installation and stacking block 2 feet above grade, the first lift of structural backfill that meets the required specifications can be installed. The structural backfill can be placed directly from delivery vehicle or with skid-type loader or other equipment. It should be placed behind the blocks and worked into all voids and cores of the blocks. When properly formulated, the structural backfill material will not leak through the face of the wall. After installation of the first lift of structural backfill, install additional courses and repeat the process. Place additional lifts from 8 to 24 inches depending on site conditions and project scale. Subsequent pours

can be made as soon as the structural backfill in the previous lift has set – usually not longer than 2 to 3 hours.

I. Cap Unit Installation

1. Apply adhesive to the top surface of the unit below and place the cap unit into desired position.
2. Cut cap units as necessary to obtain the proper fit.
3. Backfill and compact to top of cap unit.

J. Site Construction Tolerances

1. Site Construction Tolerances

- a. Vertical Alignment: Plus or minus 1-1/2 inches over any 10-foot distance, with a maximum differential of 3 inches over the length of the wall.
- b. Horizontal Location Control From Grading Plan
 1. Straight Lines: Plus or minus 1-1/2 inches over any 10-foot distance.
 2. Corner and Radius Locations: Plus or minus 12 inches.
 3. Curves and Serpentine Radii: Plus or minus 2 feet.
- c. Immediate Post Construction Wall Batter: Within 2 degrees of the design batter of the concrete retaining wall units.
- d. Bulging: Plus or minus 1-1/4 inches over any 10-foot distance.

K. Field Quality Control

1. Installer is responsible for quality control of installation of system components.
2. The General Contractor or Owner, at their expense, shall retain a qualified independent testing agency to perform quality assurance checks, evaluation of foundation soils, and compaction testing of the installer's work.
3. Installer shall correct work that does not meet these specifications or the requirements shown on the Drawings at the installer's expense.
4. An independent testing agency, at the general contractors expense, shall be contracted to perform compaction testing of the reinforced backfill placed and compacted in the reinforced backfill zone.
 - a. Testing Frequency
 1. One test for every 2 feet (vertical) of fill placed and compacted, for every 50 lineal feet of retaining wall.
 2. Vary compaction test locations to cover the entire area of the reinforced soil zone, including the area compacted by the hand-operated compaction equipment.

L. Adjusting and Cleaning

1. Replace damaged units with new units as the work progresses.
2. Remove debris caused by wall construction and leave adjacent paved areas broom clean.

M. Measurement and Payment

1. Measurement of segmental retaining wall shall be on an installed square foot basis computed on the total face area of wall installed. Wall face area includes from the bottom of the embedded base wall unit to the top of the wall, including cap unit, and the entire length of the wall.
2. Payment for the wall will be made on a square foot basis at the agreed upon Contract Unit Price.
 - a. Payment should be considered full compensation for labor, materials, and equipment required to install the wall in accordance with these specifications and the Drawings.
 - b. Quantities may vary from that shown on the Drawings depending on existing topography. Change to the total quantity of wall face area will be paid or withheld at the agreed upon Contract Unit Price.

* * *

SECTION 550 – REMOVE & REINSTALL EX. CHAINLINK FENCE

W-550.01 General

The work specified in this section consists of removal and installation of existing fencing as specified in the construction plans.

Posts, fabric, chain-link, and all other accessories shall conform to the requirements of Specification 550 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

In locations where only a portion of the fencing is to be replaced or repaired, the Contractor shall furnish and install fence members that match the predominate type and style of remaining fence members.

W-550.02 Installation

The fence installation shall be in accordance with applicable sections FDOT Standard Specifications 550, and as directed by the Engineer.

The fence will generally be re-installed in the same location as shown on the Contract Plans, unless directed otherwise by the Engineer.

The Contractor shall be responsible for obtaining all necessary permits.

The Contractor shall also be responsible for obtaining permission from adjacent property owners for any encroachments required to perform the work, and for proper scheduling of the fence installation with the removal of existing fences where it is necessary to provide continuous security to adjacent areas already fenced. In order to meet this requirement, the Contractor may be required to erect and subsequently remove temporary fencing on the adjacent property owner's side of the property line, at no additional cost to the City.

W-550.03 Clearing and Grubbing and Fence Removal

Where vegetation hinders the removal of existing fencing or individual fence components, the Contractor shall clear and grub the vegetation away from the existing fence to a maximum of 2 feet on each side of the fence line.

Where the proposed fence location does not coincide with the existing fence, the Contractor shall clear and grub any hindering vegetation from the proposed fence line to a maximum of 2 feet on each side of the proposed fence line.

Such clearing and grubbing shall not extend beyond the property line onto adjacent private property. The Engineer may direct that any valuable tree be left in place.

W-550.04 Temporary Security Fencing

In locations where the existing fencing is removed, is damaged, or is missing, the Contractor shall install temporary security fencing. The temporary security fencing shall be installed to deny access by the public to the pumping station property during times when the City or the Contractor's personnel are not on site. The temporary security fencing shall be installed and removed to the satisfaction of the Engineer.

W-550.05 Spacing of Posts

Posts shall be spaced as shown on the FDOT Indices, within a tolerance of 12 inches, except where definite spotting of corner or gate posts is required. In any line of fence, however, the over-spacings and the under-spacings shall approximately compensate. Additional line posts shall be set at abrupt changes in grade.

W-550.06 Construction Over Irregular Terrain and Other Obstructions

The bottom of the fence shall, in general, follow the contour of the ground. The fence is detailed on the FDOT Indices at approximately 3 inches above ground line. Over irregular ground, however, a minimum clearance of 1 inch and a maximum of 6 inches will be permitted for a length not to exceed 8 feet. At locations where these clearances cannot be met, the Engineer may require that posts of additional length be set and that the opening at the bottom be closed by barbed wire, stretched taut between poles, with no vertical distance between wires greater than 3 inches.

W-550.07 Setting Posts

All posts shall be set in a concrete base as shown in the FDOT Indices or on a base plate if the post is to be mounted on an existing concrete endwall or retaining wall, or in grout.

If rock occurs within the required depth of the post hole, or pavement which is to remain exists at the location of a post, a hole a diameter slightly larger than the greatest dimension of the post shall be drilled and the post grouted in.

W-550.10 Electrical Grounds

Whenever a power line passes over the fence, a ground shall be installed directly below the point of crossing. The ground rod shall consist of an aluminum or galvanized rod, with connection of similar metal if required, or of other appropriate material, 8 feet in length and at least 5/8 inch in diameter. The rod shall be driven vertically until the top of the rod is approximately 6 inches below the ground surface. A No. 6 conductor shall be used to connect the rod and all fence elements. The conductor shall be connected to each fence element and the ground rod by means of electrical-type clamps which will prevent corrosion.

W-550.11 Gates

All gates removed shall be reinstalled or replaced in like kind.

W-550.12 Extra Length Posts

Extra length posts may be ordered by the Engineer in locations where the fence crosses depressions where the specified ground clearance cannot be met or where it crosses muck or other areas of inadequate support for a post of standard length.

For all such posts, the concrete base shall be extended downward to the bottom of the extra length post.

* * *

SECTION 590

UNDERGROUND IRRIGATION SYSTEM

Part 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other parts of the project manual, apply to the work of this section.
- B. Related Work: Section 580 Trees Plants and Groundcovers

1.02 SCOPE

- A. The work covered by this specification shall include the furnishing of all labor, materials, tools and equipment necessary to perform and complete the installation of an automatic irrigation system as specified herein and as shown on the drawings and any incidental work not shown or specified which can reasonably be determined to be part of the work and necessary to provide a complete and functional system
- B. Work covered by this specification includes all local, state and federal permits (such as electrical, well, SWFWMD, directional boring, water, fencing, etc.), federal, state and local taxes and all other costs, both foreseeable and unforeseeable at the time of construction. Contractor shall obtain a City of Tampa Right-of-Way Construction Permit prior to beginning work.
- C. No deviation from these specifications, the accompanying drawings, or agreement is authorized or shall be made without prior written authorization signed by the Owner or his duly appointed representative.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: A firm specializing in irrigation work with not less than five (5) years of experience in installing irrigation systems similar to those required for this project.
- B. Coordination: Coordinate and cooperate with other Contractors to enable the work to proceed as rapidly and efficiently as possible.
- C. Inspection of Site: The Contractor shall acquaint himself with all site conditions, including underground utilities before construction is to begin. Contractor shall coordinate placement of underground materials with Contractors previously working underground in the vicinity or those scheduled to do underground work in the vicinity. Contractor is responsible for minor adjustments in the layout of the work to accommodate existing facilities.

- D. Protection of Existing Plants and Site Conditions: The Contractor shall take necessary precautions to protect existing vegetation. Contact Owner's Representative if minor adjustments are not sufficient to protect existing site conditions. All existing grades shall be maintained and restored to their previously existing condition immediately following installation and testing.
- E. Protection of Work and Property: The Contractor shall be liable for and shall take the following actions as required with regard to damage to any of the Owner's property.
- 1) Any existing elements: building, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, roads, grounds, landscaping or structure or any kind (including without limitation, damage from leaks in the piping system being installed or having been installed by Contractor) damaged by the Contractor, or by his agents, employees, or subcontractors, during the course of his work, whether through negligence or otherwise, shall be replaced or repaired by Contractor at his own expense in a manner satisfactory to Owner, which repair or replacement shall be a condition precedent to Owner's obligation to make final payment under the Contract.
 - 2) Contractor shall also be responsible for damage to any work covered by these specifications before final acceptance of the work. He shall securely cover all openings into the systems and cover all apparatus, equipment and appliances, both before and after being set in place to prevent obstructions on the pipes and the breakage, misuse or disfigurement of the apparatus, equipment or appliance.
 - 3) All trenching or other work under the leaf canopy of any existing trees shall be done by hand or by other methods acceptable to the Owner's Representative, so that no branches or major roots are damaged in any way.
 - 4) Trenching around existing plant material shall be done by hand to minimize root disturbance or in a manner acceptable to the Owner's Representative.
 - 5) Buildings, walks, walls, and other property shall be protected from damage. Open ditches left exposed shall be flagged and barricaded by the Contractor by approved means. The Contractor shall restore disturbed areas to their original condition.
 - 6) Protect existing utilities, paving, and other facilities from damage caused by landscaping operations. **Notify Sunshine One Call a minimum of 48 hours prior to beginning work. Awarded contractor responsible for repairing any damage done by landscape installation process.**
 - 7) The Contractor shall take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur all damage shall be completely repaired to its original condition, at no additional cost to the Owner.
 - 8) The Contractor shall request the Owner, in writing, to locate any private utilities (i.e., electrical service to street lighting, traffic signals, signal loops, etc.) before proceeding with any excavation. If, after such requests and necessary staking, private utilities, which were not staked, are encountered and damaged by the Contractor, they shall be repaired by the Owner

at no cost to the Contractor. If the Contractor damages staked or located utilities, they shall be repaired at the Contractor's expense.

- F. Any work taking place along a city, county or state road or median must comply with appropriate regulating authorities guidelines for "Traffic Controls for Construction and Maintenance Operations". A maintenance of traffic plan must be prepared and submitted to the Florida Department of Transportation prior to starting work. Lane closures will only be allowed one at a time and only between the hours of 9 a.m. and 3 p.m. Lane closures are limited to 30 minutes per event. Maintenance of traffic must be set up by certified maintenance of traffic staff.
- G. Codes and Inspections: The entire installation shall comply fully with all local and state laws and ordinances and with all established codes applicable thereto. The Contractor shall take out all required permits, arrange for all necessary inspections and shall pay all fees and expenses in connection with same, as part of the work under this contract. Upon completion of the work, he shall furnish to the "Owner" all inspection certificates customarily issued in connection with the class of work involved.
- H. The Contractor shall keep on his work, during its progress, a competent English speaking superintendent and any necessary assistants, all satisfactory to the Owner, or Owner's representative.
- I. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
- J. The Owner's Representative shall have full authority to approve or reject work performed by the Contractor. The Owner's Authorized Representative shall also have full authority to make field changes that are deemed necessary.
- K. Any necessary re-excavation or changes to the system needed because of failure of the Contractor to allow the required observations shall be performed at the Contractor's expense.
- L. Final Completion: Final completion of the work may be obtained from the Owner upon the satisfactory completion of all work. Acceptance by the Owner in no way removes the Contractor of his responsibility to make final repairs, corrections and adjustments to eliminate any deficiencies which may later be discovered.
- M. The Contractor shall provide full coverage in all irrigated areas and shall be responsible for additional heads and components as required, installed at his own cost.
- N. On-site Observation: At any time during the installation of the irrigation system by the Contractor, the Owner's Representative may visit the site to observe work underway. Upon request, the Contractor shall be required to uncover specified work as directed by the Owner or material, workmanship or method of installation not meet the standards specified herein, the Contractor shall replace the work at his own expense.
- O. Workmanship: All work shall be installed by qualified, skilled personnel, proficient in the trades required, in a neat, orderly, and responsible manner with recognized standards of workmanship. The Contractor shall have had considerable experience and demonstrated ability in the installation of sprinkler irrigation systems of this type.

1.04 SUBMITTALS

- A. All materials shall be those specified and or approved by the Owner's Representative.
- B. Product Data: After the award of the contract and prior to beginning work, the Contractor shall submit to the Owner's Representative, three copies of the complete list of materials, manufacturer's technical data, and installation instructions which he proposes to install for approval.
- C. Commence no work before approval of material list and descriptive material by the Owner's Representative.
- D. Record Drawings: The Contractor shall record on all changes that are made during actual installation of the system on reproducible plans. Location of water meters, road crossings, remote control valves and isolation valves shall include dimensions from two (2) permanent points of reference (building corner, street corner, fence line, etc.)
 - 1) Immediately upon installation of any piping, valves, wiring, sprinklers, etc., in locations other than shown on the original drawings or of sizes other than indicated, the Contractor shall clearly indicate such changes on a set of blueline prints. Records shall be made on a daily basis. All records shall be neat and subject to the approval of the Owner.
 - 2) The Contractor shall also indicate on the record prints the location of all wire splices, original or due to repair, that are installed underground in a location other than the controller pedestal, remote control valve box, power source or connection to a valve-in-head sprinkler.
 - 3) These drawings shall also serve as work progress sheets. The Contractor shall make neat and legible notations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for review and shall be kept in a location designated by the Owner's Representative.
 - 4) Progress payment request and record drawing information must be approved by Owner's Representative before payment is made.
 - 5) Before the date of the final site observation and approval, the Contractor shall deliver one set (copies) of reproducible record drawing plans and notes to the Owner's Representative. Record drawing information shall be approved by the Owner's Representative before submittal to Owner for final payments, including retention's.
- E. Operations and Maintenance Manuals: The Contractor shall prepare and deliver to the Owner or his designated representative within ten (10) calendar days prior to completion of construction a hard cover, three ring binder with containing the following information:
 - 1) Index sheet stating the Contractor's address and business telephone number, list of equipment with name(s) and address (s) of local manufacturer's representative(s).
 - 2) Catalog and parts sheets on every material and equipment installed under this Contract.

- 3) Complete operating and maintenance instruction on all major equipment.

1.05 EXPLANATION OF DRAWINGS

- A. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings and sleeves which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of the work and plan his work accordingly, furnishing such offsets, fittings and sleeves as may be required to meet such conditions.
- B. The drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting and architectural features. Deviations shall be brought to the attention of the Owner's Representative.
- C. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.
- D. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been known in engineering. Such obstructions or differences should be brought to the attention of the Owner's Representative. In the event that notification is not performed, the Contractor shall assume full responsibility for any revision necessary.
- E. The Contractor shall be responsible for full and complete coverage of all irrigation areas. The Owner's Representative shall be notified of any necessary adjustments at no additional cost to the Owner. Any revisions to the irrigation system must be submitted and answered in written form, along with any change in Contract price. Layout may be modified, if necessary to obtain coverage.

Part 2.PRODUCTS

2.01 MATERIALS

- A. All products shall be as specified on the plans and herein these specifications. The materials chosen for the design of the irrigation system have been specifically referred to by the manufacturer to enable the Owner's Representative to establish the level of quality and performance required by the system design. Equipment by other manufacturers may be used only if submittal of manufacturer's technical data and installation instructions are reviewed and approved by the Owner's Representative.
- B. Material and equipment shall be supplied by the Contractor. No substitutions shall be allowed without the prior written approval of the Owner's Representative. The Contractor shall inspect all materials and equipment before installation, and defective materials shall be replaced with the proper materials and equipment. Those items used in the installation found to be defective, improperly installed or not as specified, shall be removed and the proper materials and equipment installed in the proper manner, as interpreted by the Owner's Representative. The Contractor shall remove all damaged and defective pipe and equipment from the site.

- C. Storage and Handling: Use care in handling, loading, storing and assembling components to avoid damage. Store plastic pipe and fittings under cover and protect from sunlight before using. Discolored plastic pipe and fittings shall be rejected.
- D. All metallic pipe and fittings shall be handled, stored, loaded, and assembled with the same care used for plastic components. Metallic components shall be stored in an enclosure to prevent rusting and general deterioration.
- E. Polyvinyl Chloride Pipe (PVC):
 - 1) All PVC pipe shall be new and perfect in condition, homogenous throughout, free from visible cracks, holes and foreign materials..
 - 2) Polyvinyl Chloride Pipe (PVC) Solvent Weld Type, Schedule 40 Pipe shall be used for irrigation main line and any other line under constant pressure.
 - 3) Polyvinyl Chloride Pipe (PVC) Solvent Weld Type, Schedule 40 Pipe shall be used for lateral piping and any piping not under constant pressure.
- F. PVC Pipe Fittings:
 - 1) Molded solvent weld socket fittings shall be PVC Schedule 40, Type III in accordance with ASTM-D 2466.
 - 2) Molded threaded fittings shall be PVC Schedule 80 in accordance with ASTM-2464. All fittings shall withstand the twenty (20) minute acetone test and be approved.
 - 3) Schedule 80 threaded male/female adapters shall be used in connecting to threaded joints.
 - 4) All threaded PVC to metallic connections shall be made in accordance with the PVC fitting manufacturer's recommendations. Any sealant used shall be of the non-hardening, non-petroleum base type, and shall not adversely affect PVC pipe or fittings.
- G. PVC Solvent Cement: PVC solvent cement and primer/cleaner shall be compatible with the specific size and type of PVC pipe and fittings, of proper consistency in accordance with the pipe manufacturer's recommendations.
- H. Battery Operated Control Module: The control modules shall be as specified on the plans.
- I. Low Voltage Control Wire: All 24-volt control wire shall be AWG 16-1 UL approved for direct burial.
 - 1) All field splices shall be made using 3M # DBY6 wire connectors.
- J. Control Valves: The remote control valves shall be as specified on the plans, and shall perform to the manufacturer's specifications.

- K. Quick Coupling Valve: All quick coupling valves shall be solid bronze as specified on the plans, and shall perform to the manufacturer's specifications.
- L. Valve Boxes: All valve boxes for control valves, isolation valves, gate valves, disk filters, surge protectors, mainline air release valves, blow off valves and quick coupling valves shall be Carson HDPE structural foam Valve Boxes. Boxes shall be sufficiently sized to allow easy operation and maintenance of components. Where possible, gate valves shall be installed with disk filters in the same control valve box and control valves shall be installed with a pressure reducing valve. Jumbo Box with cover shall be used where applicable; a pair of standard rectangle valve boxes shall be used when space will not adequately accommodate all the components for operation and maintenance. All valve box lids/covers shall be bolt-down and clearly stamped with the words "Irrigation". Boxes and extensions shall be constructed of HDPE structural foam.
- M. 1/2" Inlet Flexible Connectors: All pop-up spray sprinkler heads are to be connected to lateral lines with 18" minimum length of thick walled Flexible PVC tubing. All tubing ends shall be cut square to the outside diameter or the pipe.
- N. The backflow prevention device shall be as specified on the plans, and shall be installed and perform to the manufacturer's specifications.
- O. The rain switch shall be as specified on the plans, and shall be installed and perform to the manufacturer's specifications.
- P. Sleeving: The Contractor shall install irrigation system pipe and wire sleeves conforming to the following:
- 1) All pipe sleeves shall extend a minimum of 24" beyond the edges of pavement, unless specified otherwise on the plans.
 - 2) All pipe sleeves to be installed beneath future road surfaces shall be PVC pipe Schedule 40 as shown on plans. All pipe sleeves under existing pavement shall be directional bore pipe as per FDOT specifications, high density polyethylene pipe (HDPE) SDR 13.5, unless specified otherwise on the plans.
 - 3) All irrigation system wires should be sleeved separate from all main or lateral lines in SCH 40 PVC. In cases where the wire must be installed within the pipe sleeve, the wire must be housed within a SCH 40 PVC conduit.
 - 4) All pipe sleeves shall be installed at the minimum depth specified for main lines, lateral lines, and electric wire.
 - 5) Contractor shall coordinate all pipe sleeve locations and depths before initiating installation of the irrigation system.

Part 3.EXECUTION

3.01 SYSTEM DESIGN

- A. Design Pressures: Main line pressure at the source location shall be as required to operate the irrigation heads at the design pressures as specified on the plans. Pressure shall not exceed manufacturer's specifications. Pressure at the last irrigation head on the circuit shall not be less than 30 PSI for bubblers and 25 PSI for dripline.
- B. Location of Irrigation Components: Irrigation plans are diagrammatic and approximate. All piping, wires, control modules, etc. shall be installed within the project boundaries. Final location of piping and wiring shall be done following Contractor ascertaining location of existing underground utilities.
- C. Minimum Water Coverage: In all landscaped areas (excludes sod) 100% coverage shall be provided. Layout may be modified if necessary and approved by the Owner's Representative, to obtain coverage. Do not decrease number of heads specified unless otherwise approved.
- D. Codes and Inspections: The entire installation shall comply fully with local and state laws and ordinances and with all established codes applicable thereto. The Contractor shall take out all required permits including well and electrical permits, arrange for all necessary inspections, and shall pay all fees and expenses in connection with same, as part of the work. Upon completion of the work, he shall furnish to the Owner all inspection certificates customarily issued in connection with the class of work involved.

3.02 EXCAVATION AND TRENCHING

- A. Perform all excavations as required for the installation of the work as defined and described on the installation plans, in accordance with the contract documents and under this section of specifications.
- B. All construction shall be done in a neat and workman like manner in strict accordance with manufacturer's recommendations. No sand or foreign material shall be allowed to enter the pipe. Ends shall be suitably plugged when pipe laying is not in progress.
- C. Mainline Trenching: Mainlines shall be installed in accordance with the installation details and by trenching, laying pipe, backfilling, compacting soil, and restoring grades.
 - 1) Mainline trenches shall be of the necessary width for the proper laying of pipe, fittings, wire and conduits and the banks shall be as vertical as possible. Trenches shall be great enough to allow six inches between parallel pipelines. Trench width shall not be greater than is necessary to permit satisfactory jointing and other installation procedures.
 - 2) Trench bottoms shall be sufficiently graded to provide uniform bearing and support for each section of pipe at every point along its entire length. Trench bottom shall be free of rocks, gravel, and other extraneous debris.
- D. Trench Depth: Trenches shall be made wide enough to allow a minimum of 6 inches between parallel pipelines. Trenches for pipelines shall be made of sufficient depths to provide the minimum cover from finish grade as follows: 18" minimum cover over main lines 12" minimum cover over lateral lines to heads.
- E. Sleeves: All sleeves shall be installed as indicated on the plans. All sleeving under pavement shall be at least 24" below the pavement surface, unless specified otherwise on the plans.

3.03 BACKFILL AND COMPACTING

- A. After testing of system has occurred and inspections have been made, backfill excavations and trenches with clean soil, free of stones, sticks, construction debris and rubbish.
- B. Contractor shall not backfill over fittings, valves, and couplings until pressure tests have been successfully completed.
- C. Backfill for all trenches, regardless of the type of pipe covered, shall be clean soil compacted to minimum 90% density. Compact trenches in areas to be planted by thoroughly flooding the backfill. Jetting process shall be used when necessary in those areas.
- D. Dress off all areas to finish grades and restore to condition prior to irrigation installation.

3.04 INSTALLATION

- A. Remote Control Valves: Install remote control valves where shown and group together where practical; place no closer than 12 inches to curbs, edge of pavement, walk edges, bedlines, buildings, and walls.
- B. Valve Boxes: Install all valve boxes to avoid direct contact with PVC irrigation piping. Following valve box installation place gravel or sand as specified in the plan detail.
- C. PVC Pipe and Fittings: Plastic pipe and fittings shall be solvent welded using solvents and methods as recommended by manufacturer of the pipe, and as indicated elsewhere in these specifications, except where screwed connections are required. All screwed connections shall be thoroughly cleaned and wrapped with Teflon tape as specified in these specifications.
- D. The pipe manufacturer's installation manual shall be followed for the installation practices.
- E. Use only a color tinted cleaner/primer to prepare the outside diameter of the pipe and the inside diameter of the fitting socket. Cleaner/primer and solvent cement shall be compatible with the specific sizes and types of PVC pipe and fittings being used.
- F. Use only those applicator devices approved or recommended by the pipe and fitting manufacturer to apply the cleaner/primer and the solvent cement. Applications shall also be approved by the manufacturer of the cleaner/primer and solvent cement.
- G. Above Ground Piping: All pipe and fittings permanently installed above ground shall be galvanized iron Schedule 40 pipe, unless specified otherwise on the plans. Piping shall be painted prevent rusting. Paint color shall be approved by the Owner.
- H. Pipe Sizes: All lateral and mainline pipe sizes are as indicated on the Irrigation Plans.
- I. Manual Gate Valves: Make all connections between PVC pipe and metal valves or steel pipe with threaded fittings using PVC male adapters. All threads shall be thoroughly cleaned of dirt, dust, and moisture before wrapping with Teflon tape.

- J. Bubblers: Two per tree, see drawing detail.
- K. Battery Operated Control Modules: Control Modules shall be installed in accordance with the plan details and manufacturer's instruction.
- L. Adjustment and Coverage of System: Coordinate pressure testing with adjustments and coverage test of system so both may occur at the same time. The Contractor shall balance and adjust the various components of the system so that the overall operation of the system is most efficient. This includes a synchronization of the controllers, adjustments to pressure regulators, pressure relief valves, part circle sprinkler heads, and individual station adjustments on the controllers.

3.05 CLOSING OF PIPE AND FLUSHING LINES

- A. Cap or plug all openings as soon as lines have been installed to prevent the entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation.
- B. Thoroughly flush out all water lines before installing bubblers, heads, valves and other hydrants.

3.06 TESTING

- A. Request the presence of the Owner's Representative in writing or by telephone at least 48 hours in advance of testing. All testing is to be accomplished at the expense of the Contractor and in the presence of the Owner's Representative.
- B. Mainline Testing: All Solvent Weld Main Lines shall be tested prior to backfill of joints. Testing shall be conducted with the mainline under full system pressure by visually inspecting the all joints. All leaks found shall be repaired by the Contractor at his expense and the system shall then be retested.
- C. Lateral Line testing: All lateral lines shall be tested prior to backfill of joints. Testing shall be conducted during the operational testing of the system by visually inspecting the joints and the ground surface along trench lines. All leaks found shall be repaired by the Contractor at his expense and the system shall then be retested.
- D. Operational Testing: Perform operations testing after pressure testing is completed, backfill is in place, and sprinkler heads adjusted to final position.
- E. Demonstration: Demonstrate to the Owner's Representative that the system meets coverage requirements, and that automatic controls function properly. Coverage requirements are based on operation of one circuit at a time.

3.07 ELECTRICAL

- A. All low voltage control wiring shall be placed in its own sleeves when extending under roadways, parking lots, sidewalks, or other paved surfaces as shown on the plans.

- B. All 24-volt wire shall be installed in accordance with the latest provisions of the National Electrical Code and all prevailing local codes.
- C. All above ground low voltage wiring shall be installed in UL listed plastic conduit and connectors in accordance with prevailing local codes.
- D. All field splices shall be made using specified connector sealing packs. Each individual wire splice requires one connector sealing pack.
- E. All in the field low voltage wire splices shall be made in a valve box as described within these specifications.
- F. All wire passing under existing or future paving or construction shall be encased in conduit extending at least 24" beyond edges of paving or construction as indicated on the irrigation plans or elsewhere in these specifications.

3.08 SUBSTANTIAL COMPLETION

- A. Substantial Completion: The Contractor shall complete all construction and shall repair or replace all defective work before observation by the Owner's Representative. On completion and upon request of the Contractor, the Owner's Representative shall inspect all irrigation for substantial completion. The request shall be received from the Contractor at least five days before the anticipated inspection.
- B. The City of Tampa representative will prepare a "punch list" of those items which must be corrected before reinspection for final acceptance. The City of Tampa representative will determine an appropriate time period in which punchlist items must be corrected. Provide 48 hour notification of need for reinspection.

3.09 FINAL ACCEPTANCE

- A. Final Acceptance: Final acceptance shall be done in accordance with General Requirements, Contract closeout (when applicable to this contract).
- B. "Record" Irrigation Drawings: Record drawings shall be delivered to the Owner's Representative before final acceptance of work.

3.10 WARRANTY

- A. The Contractor shall fully warrant the landscape irrigation system for a period of one (1) year after the Substantial Completion and will receive a written confirmation from the Owner's Representative that the warranty period is in effect.
- B. During the warranty period, the Contractor will enforce all manufacturer and supplier's warranties as if made by the Contractor himself. Any malfunctions, deficiencies, breaks, damages, disrepair, or other disorder due to materials, workmanship, or installation by the Contractor and his suppliers shall be immediately and properly corrected to the proper order as directed by the Owner's Representative.

- C. Any damages caused by system malfunction shall be the responsibility of the Contractor who shall make full and immediate restoration for said damages.
- D. The Owner retains the right to make emergency repairs without relieving the Contractor's guaranty obligation. In the event the Contractor does not respond to the Owner's request for repair work under their guaranty-warranty within a period of forty-eight (48) hours, the Owner may make such repairs as he deems necessary, at the full expense of the Contractor.
- E. Any settling of backfilled trenches which may occur during the guaranty-warranty period shall be repaired by the Contractor at no additional expense to the Owner, including the complete restoration of all damaged planting, sod, paving or other improvement of any kind.
- F. Instruction: After completion and testing of the system, the Contractor will instruct the Owner's personnel in the proper operation and maintenance of the system.

3.11 3.7 CLEANING:

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

End of Section

CONTRACT ITEMS

CONTRACT ITEM 100-1 - CONTINGENCY

The work covered by this item consists of unforeseen items of work not included in other bid items but necessary for accomplishing the work and shall apply only to extra work or additional items over and above those specified or shown on the plans. The Contractor shall negotiate with the Owner regarding the construction cost of additional work. The cost of this additional work shall be agreed upon in writing and approved by the Owner or his authorized representative prior to starting this additional work.

CONTRACT ITEM 101-1 - MOBILIZATION/DEMOBILIZATION

The Contractor shall furnish all equipment, labor, and materials necessary to mobilize his forces as necessary to perform all the work under this Contract.

Work under this section includes permits, bonding and insurance; construction stakeout and as-built documentation; transportation, and otherwise movement of all personnel, equipment, supplies, materials and incidentals to the project site; establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities; providing a continuous color audio-video tape of existing conditions along the pipeline and stormwater inlet locations; providing a traffic control plan; and all other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, to be constructed under this Contract as shown on the Plans and directed by the Engineer.

Payment for Mobilization will be made at the appropriate Contract Lump Sum Price.

Payment for mobilization will be made on an incremental basis. Payment of 75% of the applicable lump sum price shall be made for the preparatory work and operations in mobilizing for the beginning work on the project. Payment of the remaining 25% shall be made for finalization of this project, including demobilization, contract closeout documents, removal of field office, and final site clean-up. Retainage requirements as stated in the General Conditions shall apply to this pay item.

Payment for mobilization/demobilization will be made on an incremental basis in accordance with the following:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
5	25
10	50
25	75
100	100

CONTRACT ITEM 102-1 - MAINTENANCE OF TRAFFIC

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

The work includes installation of all signs, barricades, lights and flagmen, additional earth excavation, selected fill, temporary wearing surfaces, temporary bridges, detour facilities, access to residences and

businesses and all appurtenant work complete in place as necessary to control traffic and provide for safety to the public, all in compliance with the Manual on Uniform Traffic Control Devices, "MUTCD", with subsequent revisions and additions, and to the satisfaction of the Engineer.

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

Payment for Maintenance of Traffic will be made at the appropriate Contract Lump Sum Price.

Payment for Maintenance of Traffic will be made on an incremental basis in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90
100	100

CONTRACT ITEM 104-1 - EROSION CONTROL, TREE PROTECTION, & TURBIDITY BARRIER

This bid item describes measurement and payment for construction of temporary and permanent erosion control features to protect the work areas and adjacent property.

The lump sum to be paid for under this item, furnished and installed where shown on the plans or where directed by the Project Representative shall include artificial coverings, mowing, sandbagging, slope drains, sediment basins, cleanouts, baled hay and straw, floating silt barrier, floating turbidity barrier, staked silt barrier, staked silt fence, and seeding. This item also includes tree protection barriers as shown on the plans. The lump sum price includes furnishing and installing material, routine maintenance, mowing, and removal of temporary erosion control and tree protection features upon completion of construction.

Work in this Contract Item includes, but is not limited to, synthetic bales, staked silt fence, and turbidity barrier as specified on the Plans or directed by the Engineer. The sediment barriers shall conform to the latest version of the FDOT Standard Specifications – Workmanship and Materials Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution.

Payment for erosion control will be made on an incremental basis in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
10	10
20	20
30	30
40	40
50	50

60	60
70	70
80	80
90	90
100	100

CONTRACT ITEM 0105-1 –ROOT PRUNING

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to prune trees and tree roots within the limits of construction as shown in the Contract Drawings and properly dispose of material off site.

The work includes, but is not limited to, the following: removal of stumps and brush, pruning of trees and brush, prune the roots of trees and the removal of any undesirable material within the limits of construction as shown in the Contract Drawings. All pruning of trees and roots must be done under the direction of a Certified Arborist and in coordination with Planning and Development, Natural Resource Division.

Root pruning shall conform to the requirements of the Workmanship and Materials Section 105 – Root Pruning.

Payment for the Root Pruning will be made at the appropriate Contract Lump Sum Price.

CONTRACT ITEM 0105-2 –TREE REMOVAL

The Contractor shall furnish and install all labor, materials, services, equipment, permitting fees, and appurtenances to remove existing trees within the limits of construction as shown in the Contract Drawings for removal and properly dispose of material off site.

The work includes, but is not limited to, the following: removal of stumps and brush and the removal of any undesirable material within the limits of construction as shown in the Contract Drawings. All tree removal shall be done via hand methods with chainsaw and a rubber tire skid steer to prevent an impact to adjacent trees, properties, structures, etc.

Payment for the Tree Removal will be made at the appropriate Contract Lump Sum Price.

CONTRACT ITEM 0108-1 - DEWATERING AND BY-PASS PUMPING

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to dewater the work site or bypass the stream flow, if necessary, to facilitate work activities and to maintain rain event flow in the ditch system within the limits of construction as shown in the Contract Drawings.

The work includes, but is not limited to, the following: pumps, piping, hoses, generators, erosion BMP, fuel, temporary diversion dams within the limits of construction as shown in the Contract Drawings.

The Contractor shall refer to the latest version of FDOT Workmanship and Materials Section 108 – Dewatering.

Payment for the Dewatering will be made at the appropriate Contract Lump Sum Price.

CONTRACT ITEM 0110-1 - CLEARING DITCH AND DEBRIS REMOVAL

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to grub and clear the area and to properly dispose of material off site within the limits of construction as shown in the Contract Drawings.

The work includes, but is not limited to, the following: tree removal, root raking, removal of top layer of soil containing organic material, removal of stumps and brush, removal of any trash and debris, and the removal of any undesirable material, such as concrete headwalls, fabric formed concrete, sidewalks, asphalt, roadway base material, curbing, handrails, landscaping, etc. within the limits of construction as shown in the Contract Drawings.

Where deemed appropriate by the engineer, any existing concrete, stone, granite, stones, shall be retained onsite, carefully examined by the Engineer and Contractor, and shall be crushed on site, to utilize as stone fill material for the GABION BASKETS and RENO MATS.

Removal of tree pruning and root pruning is covered under the Contract Item 0105-1 Root Pruning.

Clearing and debris removal shall conform to the requirements of the latest version of the FDOT Standard Specifications for Workmanship and Materials Section 110 – Clearing and Grubbing.

Disposal of debris shall conform to the requirements of the latest version of the Workmanship and Materials Section 113 – Disposal of Debris.

Payment for the Clearing and Debris Removal will be made at the appropriate Contract Lump Sum Price.

CONTRACT ITEM 0110-2 – REMOVAL OF EX. SHEET METAL FENCING/WALL

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to remove existing sheet metal fencing/retaining wall and to properly dispose of material off site within the limits of construction as shown in the Contract Drawings.

The work includes, but is not limited to, the following: remove and dispose of existing sheet metal fence and retaining wall within the limits of construction as shown in the Contract Drawings.

The removal of existing sheet metal fencing and retaining wall shall conform to the requirements of the Workmanship and Materials Section 27 – Demolition.

Disposal of debris shall conform to the requirements of the latest version of the Workmanship and Materials Section 113 – Disposal of Debris.

Payment for the Removal of Existing Sheet Metal Fencing/Wall will be made at the appropriate Contract Unit Price per lineal foot measured in place of the existing fencing and wall.

CONTRACT ITEM 0110-3 – DEMOLITION AND REMOVAL OF EX. RIPRAP & GRANITE CURB
RETAINING WALL

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to demolish and remove existing riprap retaining wall and granite curb retaining wall. The existing material shall be examined by the Engineer and if accepted shall be crushed on site and utilized as the stone within

the RENO MATS and GABION BASKETS. Any remaining material is to properly dispose of offsite within the limits of construction as shown in the Contract Drawings.

The work includes, but is not limited to, the following: demolish and removal of existing riprap retaining wall and granite curb retaining wall within the limits of construction and to crush on site to utilize as stone fill material for RENO MATS and GABION BASKETS as shown in the Contract Drawings.

The demolition and removal of existing riprap retaining wall and granite curb retaining wall shall conform to the requirements of the Workmanship and Materials Section 27 – Demolition.

Disposal of debris shall conform to the requirements of the latest version of the Workmanship and Materials Section 113 – Disposal of Debris.

Payment for the Removal of Existing Sheet Metal Fencing/Wall will be made at the appropriate Contract Unit Price per lineal foot measured in place of the existing fencing and wall.

CONTRACT ITEM 0112- LANDSCAPING

- 0112-1 LANDSCAPE REPLACEMENT
- 0112-2 NEW LANDSCAPING

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to install all replacement shrubs and ground cover plants damaged during construction within the work site as depicted on the Contract Drawings.

The work includes, but is not limited to, the following: installation and maintenance of landscape plants damaged as a result of construction activities with in the work site as depicted on the Contract Drawings.

Contractor will be responsible for the maintenance of the replacement plants and will warrant them for a period of time as stated in Workmanship and Materials Section - 112

Payment for the landscape replacement will be made at the appropriate Contract Lump Sum Price.

Payment for new landscaping will be made at the appropriate contract unit price per tree.

CONTRACT ITEM 0120-1 – SLOPE GRADING

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to excavate, shape, grade and construct the ditch banks as shown in the Contract Drawings.

The work includes, but is not limited to, the following: surveying stakeout, excavating, removing, and placement of all soil material within the ditch; rough and final grading of the side slopes and bottom; and placement and grading of imported fill material as shown in the Contract Drawings. Although the intent is to use all excavated material as fill with in the ditch, Item 120-4 Subsoil Excavation (unsuitable) (per FDOT) will be used for the removal and off-site disposal any unsuitable material as determined by the Engineer. Any fill needed to replace the removed unsuitables would be paid under item 142-1 Imported Soil Fill Material.

The Contractor shall refer to the latest version of FDOT Workmanship and Materials Section 120 – Excavation and Embankment.

Payment for the Slope Grading will be made at the appropriate Contract Unit Price per square yard measured in place and compacted slope.

CONTRACT ITEM 0142-1 – IMPORTED SOIL FILL MATERIAL

The Contractor shall furnish, from sources other than excavations made in the Contract, transport, place, and compact select sand as necessary and not specifically included under other Contract Items. Select sand shall be as defined under the Workmanship and Materials Section 2 - Backfilling.

The work does not include transporting, placing, and compacting approved surplus sand from excavations made in this Contract. The Contractor shall use all such approved surplus sand available from excavations made in this Contract prior to supplying select sand from other sources.

The quantities of Additional Select Sand Fill Material, obtained from sources other than excavations in this Contract, in cubic yards, to be measured for payment will be the actual compacted volume of select sand placed within the payment limits shown on the Plans or established by the Engineer.

Select sand used to fill voids resulting from unauthorized excavation, or where required for dewatering, will not be measured for payment even though their use is ordered by the Engineer. Select sand used for pipe bedding will not be measured for payment under this Contract Item. Such select sand is included in the various classified unit price Contract Items for pipelines.

Payment for Additional Select Sand Fill Material, ordered by the Engineer in writing, will be made at the Contract Item Unit Price per cubic yard of sand fill material.

No payment will be made under this Contract Item for approved surplus sand obtained from excavations made in this Contract.

CONTRACT ITEM 0350-1 - CONCRETE RETAINING WALL PENETRATIONS

The Contractor shall furnish all labor, equipment and materials to construct and maintain the concrete retaining wall penetrations and appurtenant work as shown on the Contract Plans, specified, and directed by the Engineer.

The retaining wall penetrations shall conform to the requirements of the latest FDOT Workmanship and Materials Section 346 - Portland Cement Concrete and the details denoted on the Contract Plans.

The work includes all excavation, formwork, shoring, bracing, filling, shaping, grading, reinforcement, and all appurtenant work complete in place.

The quantity of Retaining Wall Penetrations to be measured for payment will be the actual area of penetrations placed in the work within payment limits as shown on the Contract Plans, or as specified and directed by the Engineer.

Payment for Concrete Retaining Wall Penetrations will be made at the Contract Item Unit Price per cubic yards of the retaining wall penetrations placed.

CONTRACT ITEM 425 -1 – CITY OF TAMPA BRICK MANHOLE

The Contractor shall furnish all materials and equipment, test, construct, install, reconstruct, and maintain the stormwater inlets, stormwater manholes and stormwater junction boxes as shown on the Plans,

specified, and directed by the Engineer.

Stormwater inlets, manholes, and junction boxes shall conform to the requirements of the Workmanship and Materials Section 425 - Stormwater Inlets, Manholes and Junctions Boxes.

The work includes all testing, excavation, backfilling, limestone screenings, bedding, sheeting, shoring, bracing, dewatering, formwork, castings, brickwork, adjusting structures, removal of pavement, sidewalks, curb and curb gutter, concrete work and reinforcing, all inlet and outlet pipe, making all pipe connections, setting pipe stubs and plugs for future connections, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material, and protection of adjacent facilities, and all appurtenant work, complete and in place.

Not included in the work are sheeting left in place, additional earth excavation or additional select fill material which, if ordered or specified, will be included for payment under other Contract items.

The number of Inlets, Manholes, and Junction Boxes to be measured for payment will be the actual number of such structures installed in the work.

Payment for Inlets, Manholes, and Junction Boxes will be made at the appropriate Contract Item Unit Price.

CONTRACT ITEM 0430 – 1 - CONCRETE PIPE CULVERT (15" DIAMETER)

The Contractor shall furnish all materials and equipment, construct, test, and maintain complete all pipe culverts and storm sewers as shown on the Contract Plans, or as specified and directed by the Engineer.

All pipe culverts and storm sewers, including fittings, shall be manufactured and installed in accordance with the latest version of FDOT Standards Specifications and per the Workmanship and Materials Section 430 – Pipe Culverts and Storm Sewers.

The work includes all removal of existing storm sewer systems, excavation, short tunnels, backfill, sheeting, shoring, bracing, dewatering, pipe bedding, pipe fittings, pipe work, making all pipe connections, anchors, sealants, jackets and coupling bands, installation and removal of plugs and bulkheads, testing, protection, repair and replacement of utilities and house services, protection of existing structures, making joints between pipes and manholes or structures and all other work incidental to the installation of all pipe culverts and storm sewers complete in place.

The quantity of storm sewer pipe, in linear feet, to be measured for payment shall be the actual length of new pipelines placed in the work, as shown, specified and directed. Pipelines will be measured horizontally along the centerline of the pipe.

Deductions in the measured length of storm sewers will be made for the width of all structures, including manholes and inlets, measured from the inside wall to the inside wall of the structure.

Payment for Pipe Culverts and Storm Sewers will be made at the appropriate Contract Item Unit Price per linear foot of pipe installed.

CONTRACT ITEM 0430 -2 – 6 INCH PVC STORMPIPES

The Contractor shall furnish all materials and equipment, construct, test, and maintain complete all drain pipe as shown on the Contract Plans, or as specified and directed by the Engineer.

All pvc drain pipe, including fittings, shall be manufactured and installed in accordance with the requirements of the respective Workmanship and Materials section 11 – PVC Pipe - Gravity.

The work includes all removal of existing storm sewer systems, excavation, short tunnels, backfill, sheeting, shoring, bracing, dewatering, pipe bedding, pipe fittings, pipe work, making all pipe connections, anchors, sealants, jackets and coupling bands, installation and removal of plugs and bulkheads, testing, protection, repair and replacement of utilities and house services, protection of existing structures, making joints between pipes and manholes or structures and all other work incidental to the installation of all pipe culverts and storm sewers complete in place.

The quantity of drain pipe, in linear feet, to be measured for payment shall be the actual length of new pipelines placed in the work, as shown, specified and directed. Pipelines will be measured horizontally along the centerline of the pipe.

Deductions in the measured length of drain pipes will be made for the width of all structures, including manholes and inlets, measured from the inside wall to the inside wall of the structure.

Payment for PVC Drain Pipes will be made at the appropriate Contract Item Unit Price per linear foot of pipe installed.

CONTRACT ITEM 0524-1 - ENVIROMAT FABRIC FORMED CONCRETE

The Contractor shall furnish all labor, equipment, and materials to install and maintain the Enviromat Fabric Formed Concrete system and all appurtenant work as shown on the Contract Plans, or as specified and directed by the Engineer.

The Enviromat Fabric Formed Concrete erosion control system shall conform to the requirements of the Workmanship and Materials Section 524 - Enviromat Fabric Formed Concrete.

The work includes all excavation, filling, shaping, grading, compacting, concrete, sealant, grout, filter fabric, anchorage, and all other appurtenant work complete in place.

The quantity of Enviromat Fabric Formed Concrete to be measured for payment will be the actual amount of fabric formed concrete placed in the work as shown on the Contract Plans, or as specified and directed by the Engineer.

Payment for the Enviromat Fabric Formed Concrete will be made at the appropriate Contract Item Unit Price per square yard

CONTRACT ITEM 0530-1 – RUBBLE RIPRAP

The Contractor shall furnish all labor, materials, and equipment to install riprap as shown on the Contract Plans, or as specified and directed by the Engineer.

The work includes all excavation, backfilling, compacting, restoration, select fill, dewatering, placement, filter fabric underlayment, crushed stone, shaping, and disposal of surplus excavated material, and all incidentals,

complete and in place.

Rip- rap shall conform to the specifications for Workmanship and Materials Section 530- Rubble Rip-Rap.

Payment for Rubble Riprap shall be made at the appropriate Contract Item Unit Price per ton installed and payment for Riprap (Sand-Cement) shall be made at the appropriate Contract Item Unit Price per cubic yard of riprap installed.

CONTRACT ITEM 0535-1 – BOX CULVERT HEADWALL & WINGWALL

The Contractor shall furnish all labor, materials, and equipment necessary to install and maintain concrete headwall and wing wall, including footing, anchors, and drainage system around existing concrete box culvert as shown on the Contract Plans, or as specified and directed by the Engineer.

Concrete structures shall conform to the requirements of the latest FDOT Workmanship and Materials Section 400 – Concrete Structure and the details denoted on the Contract Plans.

The work includes all excavation and backfilling for the structure, sheeting, shoring, bracing, the disposal of surplus material, formwork, supply of necessary material, and the placing of all reinforcing steel, inlets, gratings, manholes, frames, and covers and any other necessary fittings, and connections of pipe, inlets and manhole, and providing plugs and openings in existing structures as shown in the Plans or as directed by the Engineer.

The quantities to be paid for specifically under this Section shall be the plan quantity in linear feet, per cubic yard, per square foot, or per each, as applicable, for the Concrete Structures satisfactorily completed and accepted, in conformance with these specifications, lines, grade and stationing shown in the Plans. No additional measurement or other allowances will be made for work or materials, for forms, bracing, concrete, reinforcing steel, accessories, etc., used for construction of Concrete Structures.

The quantities, determined as provided above, shall be paid for at the Contract Item Unit Price per each basis for the Concrete Structures as shown on the proposal.

Payment for Box Culvert Headwall will be made at the appropriate Contract Item Unit Price.

CONTRACT ITEM 0548-1 – RETAINING WALL SYSTEM (INTERLOCKING BLOCK WALL)

The Contractor shall furnish all labor, materials, and equipment necessary to install and maintain concrete block retaining wall, including footing, anchors, and drainage system as shown on the Contract Plans, or as specified and directed by the Engineer.

Construction of the concrete block retaining wall shall conform to the requirements of the Workmanship and Materials Section 548 – Concrete Segmental Retaining Wall System.

Construction of the concrete block retaining wall tie in to the concrete wing wall shall conform to the requirements of the latest FDOT Workmanship and Materials Section 400 – Concrete Structures and the details denoted on the Contract Plans.

The work includes all testing, excavation, backfill, compacting, footing, bedding, bracing, formwork, scaffolding, reinforcing, ties, anchors, drains, filter fabric, cleaning compound, and all appurtenant work, complete in place.

Payment for concrete Block Retaining Wall shall be made at the appropriate Contract Item Unit Price per square foot.

CONTRACT ITEM 0548-2 – RETAINING WALL SYSTEM (GABION WALL)

The Contractor shall furnish all labor, materials, and equipment necessary to install and maintain MACCAFERRI GABIONS – GALVANIZED & PVC COATED - retaining wall, including assembling cages onsite, supplying and filling with stone, anchors, drainage system, backfilling as shown on the Contract Plans, or as specified and directed by the Engineer.

Construction of the gabion basket retaining wall shall conform to the requirements of the manufacturers' recommendations, requirements, and/or instructions.

The work includes all testing, excavation, backfill, compacting, footing, bedding, bracing, formwork, scaffolding, reinforcing, ties, anchors, drains, filter fabric, cleaning compound, and all appurtenant work, complete in place.

Payment for concrete Gabion Basket Retaining Wall shall be made at the appropriate Contract Item Unit Price per cubic yard.

CONTRACT ITEM 0548-3 – RENO MATS (DITCH BOTTOM)

The Contractor shall furnish all labor, materials, and equipment necessary to install and maintain MACCAFERRI RENO MATTRESS – GALFAN & PVC COATED – 12" ditch bottom lining, including assembling cages onsite, supplying and filling with stone, excavating and/or backfilling to final grade as necessary as shown on the Contract Plans, or as specified and directed by the Engineer.

Construction of the reno mattress ditch bottom lining shall conform to the requirements of the manufacturers' recommendations, requirements, and/or instructions.

The work includes all testing, excavation, backfill, compacting, bedding, bracing, formwork, scaffolding, ties, anchors, drains, filter fabric, cleaning compound, and all appurtenant work, complete in place.

Payment for concrete Reno Mats (Ditch Bottom) shall be made at the appropriate Contract Item Unit Price per cubic yard.

CONTRACT ITEM 0550-1 – REMOVE & REINSTALL EX. CHAINLINK FENCE

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to install/remove the Chain Link Fence all as shown in the Contract Plans.

The work includes all brush removal, excavation, bracing, filling, grading, concrete footing, bottom and top wire, cross bracing, locking assemblies, posts wire fabric, and all appurtenant work complete in place.

The quantity of remove/install Chain Link/metal sheeting Fence to be measured for payment will be the length of fencing in the work within payment limits as shown on the Plans, or as specified and directed by the Engineer.

Fencing, Aluminum shall conform to the requirements of the Workmanship and Materials Section 550 – Remove Chainlink Fence.

Payment for install/removal Chain Link Fence will be made at the Contract Item Unit Price per lineal feet of fencing installed/removed.

CONTRACT ITEM 570-SERIES - HYDROSEED

0570-1 HYDROSEED (BAHIA AT RENO MATS, GABIONS AND ENVIROMATS)
0570-2 HYDROSEED (HYDRAMAX-BAHIA MIX AT BANK SLOPE)

The Contractor shall furnish all labor, equipment, and materials to install and maintain all sod or hydroseed and appurtenant work as shown on the Contract Plans, or as specified and directed by the Engineer.

All sod or hydroseed work under this series shall conform to the requirements of the latest FDOT Workmanship and Materials Section 570 – Grassing (By Seeding) and the details denoted on the Contract Plans.

The work includes all excavation, filling, shaping, grading, mulch, fertilizer, soil amendments, water, mowing, and other appurtenant work complete in place.

The amount of sod or hydroseed to be measured for payment will be the actual area of sod or hydroseed placed within the work area as shown on the Contract Plans, or directed by the Engineer.

Payment of Sod or Hydroseed will be made at the Contract Item Unit Price per square yard of sod or hydroseed installed.

CONTRACT ITEM 590-1 – IRRIGATION REPAIRS

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to repair and replace all lighting systems and irrigation systems damaged as a result of construction activities within the work site as depicted on the Contract Drawings.

The work includes, but is not limited to, the following: repair, installation, and maintenance of the existing irrigation system including pipes, valves, tubing, bubblers, sprinklers, controller and tie-in to potable water supply and existing lighting system including wires, connections and light fixtures within the work area as depicted on the Contract Drawings and in accordance with the requirements of the Workmanship, Materials and Technical Specifications Section 590 – Underground Irrigation System

Payment for the irrigation and electric repairs will be made at the appropriate Contract Lump Sum Price

CONTRACT ITEM 590-2 – TEMPORARY IRRIGATION

The Contractor shall be responsible for hand irrigating all proposed plantings along the ditch bank within the work site as depicted on the Contract Drawings for a period of six (6) months from the time of planting. Frequency of watering shall vary based on the health of the planted trees and regularity of rainfall. Planted trees should be monitored on a weekly basis to ensure proper establishment.

The work includes but is not limited to the following: irrigation pumping, canal diking, water piping, and plant spraying. The work shall be in accordance with the requirements of the FDOT Standard Specifications – Workmanship and Materials Section 983 – Water for Grassing.

Payment for the temporary irrigation will be made at the appropriate Contract Lump Sum Price

END OF SECTION