

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 16-C-00029

DITCH STABILIZATION

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

AUGUST 2016

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.: 16-C-00029; Ditch Stabilization

BID DATE: September 27, 2016 **ESTIMATE:** \$1,000,000 **SCOPE:** The project comprises furnishing labor, materials, and equipment for placement of fill material and grading of ditch banks, construction of a concrete accessway, installation of ditch stabilization materials such as stack block retaining wall, fabric formed concrete, and concrete block mats, installation of turf reinforcement mats, installation of rip-rap, sodding, landscaping with all associated work required for a complete project in accordance with the Contract Documents. **PRE-BID CONFERENCE:** Tuesday, September 13, 2016, 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/contract-administration/programs/construction-project-bidding>. 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 16-C-00029; Ditch Stabilization

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., Sept 27, 2016, 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, furnishing labor, materials, and equipment for placement of fill material and grading of ditch banks, construction of a concrete accessway, installation of ditch stabilization materials such as stack block retaining wall, fabric formed concrete, and concrete block mats, installation of turf reinforcement mats, installation of rip-rap, sodding, 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/contract-administration/programs/construction-project-bidding>. One set may be available for reference at the office of the Contract Administration Department, Municipal Office Building, Fourth Floor North, City Hall Plaza, Tampa, Florida 33602.

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

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

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

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

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, Michael Chucran

Contracts Management Supervisor, Jim Greiner

Contract Officer, Jody Gray

The City's Legal Department

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 Program 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 Ditch Stabilization in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

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

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

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

Every request for such interpretation must be in writing, addressed to the City of Tampa, Contract Administration Department, 306 E. Jackson St., 4th Floor, Tampa, Florida 33602 and then emailed to ContractAdministration@tampagov.net. 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 270 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.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.07 BASIS OF AWARD OF CONTRACT:

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

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

The insurance required for this project shall be as indicated on 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. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that the coverages or policies are in compliance. Further, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill its insurance requirements. Contractor's maintenance of insurance coverage is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation providing from time to time upon City's request certificates of insurance, complete and certified copies of Contractor's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s)) may be treated as a material breach of the Agreement. Contractor's obligation to maintain or renew coverage or provide evidence of same shall survive the Agreement's expiration or earlier termination.

I-1.10 EQUAL BUSINESS OPPORTUNITY PROGRAM / SLBE / REQUIREMENTS

BIDDERS MUST SUBMIT COMPLETED FORMS MBD-10 AND MBD-20 WITH BIDS. BIDS SUBMITTED WITHOUT THE COMPLETED FORMS (INCLUDING SIGNATURES) WILL BE DEEMED NON-RESPONSIVE.

In accordance with the City of Tampa's Equal Business Opportunity Program, a Goal of 6.9% 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 Subcontract Goal Contract List included herein.

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.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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/Casualty.

I-1.12 PUBLIC CONSTRUCTION BOND:

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

I-1.13 AGREEMENT

Section 2 – Powers of the City's Representatives

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 Contractor by the City because of the termination shall consist of:

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

I-1.17 PAYMENT DISPUTE RESOLUTION

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

I-1.18 SCRUTINIZED COMPANIES.

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. Contractor certifies that it is not in violation of Section 287.135, Florida Statutes. For contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or been engaged in business operations in Cuba or Syria, the City shall either terminate the Agreement after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4) of the Florida Statutes are met.

I-1.19 FLORIDA'S PUBLIC RECORDS LAW; DATA COLLECTION

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

I-1.20 AGREEMENT; ARTICLE 11.12, ACCESS TO RECORDS: following new language is added after existing paragraph.

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

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

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

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

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 Worksheet

8/25/16

CONCRETE (SIDEWALKS, DRIVEWAYS, FORM & FINISH)

E/S Concrete Services, Inc.

726 East Harbor Dr. South
St. Petersburg, FL 33705

E-mail enorisslysr@yahoo.com

Phone (727) 560-0957
Fax (727) 821-5029

Federal Number 59-3119582

Minority African American
Contact Enoris Sly

MIMS Construction Company

P.O. Box 681554
Orlando, FL 32868-1554

E-mail lynn@mimsconstruction.com

Phone (407) 298-6936
Fax (407) 290-1217

Federal Number 59-3442318

Minority African American
Contact Lyndell Mims

Paragon Building Contractors, Inc.

1201 W. Waters Ave.
Tampa, FL 33604

E-mail paragonb@tampabay.rr.com

Phone (813) 935-1600
Fax (813) 932-1108

Federal Number 59-2464751

Minority African American
Contact Al Davis

L.S. Curb Service, Inc.

4206 James L. Redman Pkwy
Plant City, FL 33567

E-mail lshakes@lscurb.com

Phone (813) 737-1524
Fax (813) 650-8654

Federal Number 59-3252745

Minority African American
Contact Leaford Shakes

CONCRETE, BRICK, MASONARY

MIMS Construction Company

P.O. Box 681554
Orlando, FL 32868-1554

E-mail lynn@mimsconstruction.com

Phone (407) 298-6936
Fax (407) 290-1217

Federal Number 59-3442318

Minority African American
Contact Lyndell Mims

Paragon Building Contractors, Inc.

1201 W. Waters Ave.
Tampa, FL 33604

E-mail paragonb@tampabay.rr.com

Phone (813) 935-1600
Fax (813) 932-1108

Federal Number 59-2464751

Minority African American
Contact Al Davis

Horus Construction Services

P.O. Box 10667
St. Petersburg, FL 33733

E-mail horuscons1@juno.com

Phone (727) 898-6877
Fax (727) 898-6896

Federal Number 59-3675651

Minority African American
Contact James Graham, Jr.

Excel 4, LLC

P.O. Box 4475
Winter Park, FL 32793

E-mail excel4llc@yahoo.com

Phone (407) 480-8976
Fax

Federal Number 45-4149326

Minority African American
Contact Cleo Davis

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

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CONCRETE, BRICK, MASONARY

Mason Global LLC

6133 Lanshire Dr
Tampa, FL 33634

E-mail alan@masongloballc.com

Phone (813) 323-3648
Fax

Federal Number 47-1844251

Minority African American
Contact Alan Robinson

FENCE INSTALLATION SERVICE

Fresh Start Development, Inc.

P.O. Box 310592
Tampa, FL 33680

E-mail freshstartdevelop@yahoo.com

Phone (813) 758-5345
Fax (813) 333-5949

Federal Number 20-3857845

Minority African American
Contact Katina McClinton

LANDSCAPING (TREES, LAWN, NEW CONSTRUCTION)

Moses & Wourman Maintenance, Inc.

13014 North Dale Mabry #136
Tampa, FL 33618

E-mail

Phone (813) 926-3848
Fax (813) 926-5289

Federal Number 65-0105210

Minority African American
Contact Cornel Moses

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

10105 11th Street North
Tampa, FL 33612

E-mail paulrobinson22@msn.com

Phone (813) 972-4057
Fax (813) 971-0882

Federal Number 59-1341451

Minority African American
Contact Hyacinth Robinson

Fresh Start Development, Inc.

P.O. Box 310592
Tampa, FL 33680

E-mail freshstartdevelop@yahoo.com

Phone (813) 758-5345
Fax (813) 333-5949

Federal Number 20-3857845

Minority African American
Contact Katina McClinton

Sterling Silver Scape & Sod, Inc.

P.O. Box 450459
Kissimmee, FL 34745

E-mail dahlia2@sterlingsilverlandscaping.com

Phone (407) 846-3225
Fax (407) 846-3207

Federal Number 59-3171150

Minority African American
Contact Sterling Blake

Alpha Field Services, LLC

27251 Wesley Chapel Blvd # 513
Wesley Chapel, FL

E-mail support@alphafieldservices.com

Phone (813) 900-2687
Fax (813) 907-2810

Federal Number 90-1007218

Minority African American
Contact Lorraine Harris

DEANS ENVIRONMENTAL SERVICES

2126 Whispering Trails Blvd
Winter Haven, FL 33884

E-mail DEANK8859@AOL.COM

Phone (863) 595-8255
Fax (904) 791-9060

Federal Number 83-0461047

Minority African American
Contact KYLE DEAN

City of Tampa MBD Office
U-WMBE Goal Setting Worksheet

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SOD, SEED SOIL, AND INOCULANTS

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

10105 11th Street North
Tampa, FL 33612

Phone (813) 972-4057
Fax (813) 971-0882

E-mail paulrobinson22@msn.com

Federal Number 59-1341451

Minority African American
Contact Hyacinth Robinson

Fresh Start Development, Inc.

P.O. Box 310592
Tampa, FL 33680

Phone (813) 758-5345
Fax (813) 333-5949

E-mail freshstartdevelop@yahoo.com

Federal Number 20-3857845

Minority African American
Contact Katina McClinton

Sterling Silver Scape & Sod, Inc.

P.O. Box 450459
Kissimmee, FL 34745

Phone (407) 846-3225
Fax (407) 846-3207

E-mail dahlia2@sterlingsilverlandscaping.com

Federal Number 59-3171150

Minority African American
Contact Sterling Blake

TRUCKING & HAULING

Logistical Transportation Co., Inc.

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

Phone (904) 764-3219
Fax (904) 766-2446

E-mail mgraham@logistical-company.com

Federal Number 59-1988061

Minority African American
Contact Marion Graham, Jr.

Sabrina's Trucking, LLC

P.O. Box 992
Mango, FL 33550

Phone (813) 629-7210
Fax (813) 627-9094

E-mail jtrucker151@aol.com

Federal Number 59-3284380

Minority African American
Contact Nathaniel Johnson

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

10105 11th Street North
Tampa, FL 33612

Phone (813) 972-4057
Fax (813) 971-0882

E-mail paulrobinson22@msn.com

Federal Number 59-1341451

Minority African American
Contact Hyacinth Robinson

Par Development Partners, Inc.

2109 E. Palm Ave., Suite 312
Tampa, FL 33605

Phone (813) 374-2856
Fax (866) 594-2505

E-mail ydwilson@aol.com

Federal Number 20-5657414

Minority African American
Contact Yancy Wilson

City of Tampa MBD Office
U-WMBE Goal Setting Worksheet

8/25/16

VIDEO SERVICES, PHOTOGRAPHY

Kerrick Williams Photography, LLC

811 Hickory Glen Drive
Seffner, FL 33584

Phone (813) 571-3768
Fax (866) 571-7149

E-mail kerrick@kerrickwilliams.com

Federal Number 59-3225186

Minority African American
Contact Kerrick Williams

DeHa Multimedia, LLC

P.O. Box 23532
Tampa, FL 33623

Phone (813) 340-3017
Fax (813) 891-0332

E-mail hakeem@dehamagazine.com

Federal Number 26-0527750

Minority African American
Contact Hakeem Ali

Chow & Scott Keepsakes, LLC

3034 GATES DR APT 337
Tampa, FL 33617

Phone (813) 479-7982
Fax

E-mail chowandscott@gmail.com

Federal Number 46-0672529

Minority African American
Contact Toby Scott

City of Tampa MBD Office

SLBE Goal Setting Firms Report

as of 8/24/2016



CONCRETE (SIDEWALKS, DRIVEWAYS, FORM & FINISH)

Castco Construction, Inc.

9001 126th Ave. North
Largo, FL 33773

Phone (727) 585-4714

Fax (727) 585-5091

E-mail cconstr@tampabay.rr.com

Federal Number 59-2548614

Minority Small Business

Contact Israel Castro

E/S Concrete Services, Inc.

726 East Harbor Dr. South
St. Petersburg, FL 33705

Phone (727) 560-0957

Fax (727) 821-5029

E-mail enorisslysr@yahoo.com

Federal Number 59-3119582

Minority Small Business

Contact Enoris Sly

Parking Lot Striping Service

P.O. Box 11005
Tampa, FL 33680

Phone (813) 623-1454

Fax (813) 664-0140

E-mail lindaplss@aol.com

Federal Number 59-1522393

Minority Small Business

Contact Fernando Llop

Sunrise Utility Construction, Inc.

P.O. Box 272293
Tampa, FL 33688-2293

Phone (813) 949-3749

Fax (813) 949-0408

E-mail LMNBOSS@AOL.COM

Federal Number 59-3034012

Minority Small Business

Contact Lisa Nehrboss

Tampa Bay Construction & Engineering, Inc.

10503 Palm Cove Ave
Tampa, FL 33647

Phone (813) 984-9898

Fax (813) 907-0980

E-mail aerchid@tbcei.com

Federal Number 59-3713572

Minority Small Business

Contact Ahmad Erchid

Tagarelli Construction, Inc.

P.O. Box 681
Tarpon Springs, FL 34689

Phone (727) 937-6171

Fax (727) 937-6172

E-mail tagarelli@verizon.net

Federal Number 59-3339407

Minority Small Business

Contact Michael Tagarelli

Mend It Asphalt & Concrete Services, Inc.

4915 15th Avenue South
Gulfport, FL 33707

Phone (727) 327-7784

Fax (727) 327-4504

E-mail menditasphaltconcrete@yahoo.com

Federal Number 59-3274522

Minority

Contact Robert Mendez

City of Tampa MBD Office



SLBE Goal Setting Firms Report

as of 8/24/2016

CONCRETE (SIDEWALKS, DRIVEWAYS, FORM & FINISH)

CMK Construction, Inc.

440 Roberts Rd Suite 1
Oldsmar, FL 34677

Phone (727) 243-9234

Fax (727) 231-8111

E-mail manny@cmkconstructioninc.com

Federal Number 20-1609262

Minority Small Business

Contact Manuel Kavouklis

Acclaim Service Group, Inc.

1324 Seven Springs Blvd., #325
New Port Richey, FL 34655

Phone (727) 848-3200

Fax (727) 848-3211

E-mail jamie@acclaimservicegroup.com

Federal Number 36-4668231

Minority Small Business

Contact Jamie Jones

Quick Construction Solutions, LLC

4501 N. Saint Vincent St.
Tampa, FL 33614

Phone (813) 377-9997

Fax (813) 374-5849

E-mail quickcs@outlook.com

Federal Number 90-0972890

Minority Small Business

Contact Jorge Castro

CONCRETE, BRICK, MASONARY

Castco Construction, Inc.

9001 126th Ave. North
Largo, FL 33773

Phone (727) 585-4714

Fax (727) 585-5091

E-mail cconstr@tampabay.rr.com

Federal Number 59-2548614

Minority Small Business

Contact Israel Castro

Parking Lot Striping Service

P.O. Box 11005
Tampa, FL 33680

Phone (813) 623-1454

Fax (813) 664-0140

E-mail lindaplss@aol.com

Federal Number 59-1522393

Minority Small Business

Contact Fernando Llop

Tampa Bay Construction & Engineering, Inc.

10503 Palm Cove Ave
Tampa, FL 33647

Phone (813) 984-9898

Fax (813) 907-0980

E-mail aerchid@tbcei.com

Federal Number 59-3713572

Minority Small Business

Contact Ahmad Erchid

City of Tampa MBD Office

SLBE Goal Setting Firms Report

as of 8/24/2016



CONCRETE, BRICK, MASONARY

CMK Construction, Inc.

440 Roberts Rd Suite 1
Oldsmar, FL 34677

Phone (727) 243-9234

Fax (727) 231-8111

E-mail manny@cmkconstructioninc.com

Federal Number 20-1609262

Minority Small Business

Contact Manuel Kavouklis

Acclaim Service Group, Inc.

1324 Seven Springs Blvd., #325
New Port Richey, FL 34655

Phone (727) 848-3200

Fax (727) 848-3211

E-mail jamie@acclaimservicegroup.com

Federal Number 36-4668231

Minority Small Business

Contact Jamie Jones

FENCE INSTALLATION SERVICE

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

Fresh Start Development, Inc.

P.O. Box 310592
Tampa, FL 33680

Phone (813) 758-5345

Fax (813) 333-5949

E-mail freshstartdevelop@yahoo.com

Federal Number 20-3857845

Minority Small Business

Contact Katina McClinton

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

Contact Jeffrey Bognolo

City of Tampa MBD Office

SLBE Goal Setting Firms Report

as of 8/24/2016



FENCE INSTALLATION SERVICE

Ortzak Construction Group, LLC

13014 N. Dale Mabry Hwy, Suite 623
Tampa, FL 33618

Phone (813) 961-6023

Fax (813) 961-6023

E-mail dcastro@ortzak.com

Federal Number 45-4837502

Minority Small Business

Contact Daniel Castro

KMG Fence, LLC

3617 E. 10th Ave Unit A
Tampa, FL 33605

Phone (813) 241-4600

Fax (813) 241-4611

E-mail kmg@kmgfence.com

Federal Number 13-4226271

Minority Small Business

Contact Karen Grimsley

LANDSCAPING (TREES, LAWN, NEW CONSTRUCTION)

Morelli Landscaping, Inc

4855 162nd Avenue North
Clearwater, FL 33762

Phone (727) 535-6263

Fax (727) 536-6855

E-mail vjmorelli@tampabay.rr.com

Federal Number 59-1877993

Minority Small Business

Contact Joe Morelli

Moses & Wourman Maintenance, Inc.

13014 North Dale Mabry #136
Tampa, FL 33618

Phone (813) 926-3848

Fax (813) 926-5289

E-mail

Federal Number 65-0105210

Minority Small Business

Contact Cornel Moses

Infante's Services, Inc.

18620 Gunn Hwy.
Odessa, FL 33556

Phone (813) 926-2271

Fax (813) 926-1431

E-mail charlotte@infanteservices.com

Federal Number 59-3648843

Minority Small Business

Contact Renee Infante

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

10105 11th Street North
Tampa, FL 33612

Phone (813) 972-4057

Fax (813) 971-0882

E-mail paulrobinson22@msn.com

Federal Number 59-1341451

Minority Small Business

Contact Hyacinth Robinson

City of Tampa MBD Office

SLBE Goal Setting Firms Report

as of 8/24/2016



LANDSCAPING (TREES, LAWN, NEW CONSTRUCTION)

NPC Mowing & Landscaping

P.O. Box 292873 6441 Eureka Springs
Road
Tampa, FL 33687-2873

Phone (813) 967-4386

Fax (352) 668-3295

E-mail Jwoodho793@aol.com

Federal Number 03-0555858

Minority Small Business

Contact John Woodhouse

Fresh Start Development, Inc.

P.O. Box 310592
Tampa, FL 33680

Phone (813) 758-5345

Fax (813) 333-5949

E-mail freshstartdevelop@yahoo.com

Federal Number 20-3857845

Minority Small Business

Contact Katina McClinton

Cardinal Landscaping Services of Tampa, Inc.

817 E. Okaloosa Ave.
Tampa, FL 33604

Phone (813) 915-9696

Fax (813) 915-9695

E-mail Mike@cardinallandscape.com

Federal Number 59-3394554

Minority Small Business

Contact Mark Mantei

Nelson's Tree Farm and Nursery, Inc.

19139 Geraci Rd.
Lutz, FL 33549

Phone (813) 917-6608

Fax (813) 350-9139

E-mail kimberly.martinez33@gmail.com

Federal Number 59-3404710

Minority Small Business

Contact Kimberly Martinez

Williams Landscape Management Co., Inc.

PO Box 311444 5711 N. 50th St.
Tampa, FL 33610

Phone (813) 628-8048

Fax (813) 628-8048

E-mail tonywilliams@wlmslandscape.com

Federal Number 54-3516370

Minority Small Business

Contact Tony Williams

Pine Lake Services, Inc.

2122 Henley Rd.
Lutz, FL 33548

Phone (813) 948-4736

Fax (813) 909-0386

E-mail Ivan@pinelakeservices.com

Federal Number 27-3360158

Minority Small Business

Contact Maria Martinez

City of Tampa MBD Office



SLBE Goal Setting Firms Report

as of 8/24/2016

LANDSCAPING (TREES, LAWN, NEW CONSTRUCTION)

Gustavo Negrete d/b/a Lawns & More

1407 Bonnie Loop
Plant City, FL 33565

Phone (813) 650-1834

Fax (813) 754-0282

E-mail nancyostewart29@gmail.com

Federal Number 76-6102049

Minority Small Business

Contact Gustavo Negrete

Breit Turf Management, LLC

P.O. Box 13551
Tampa, FL 33681

Phone (813) 732-3221

Fax

E-mail breitturf1@gmail.com

Federal Number 27-3737949

Minority Small Business

Contact Edward Breit

Evolve Professional Landscape Management, LLC

P.O. Box 2362
Bartow, FL 33831

Phone (863) 205-3769

Fax (863) 223-0275

E-mail office@evolveyourlawn.com

Federal Number 27-2323571

Minority Small Business

Contact Joseph Bustos

Alpha Field Services, LLC

27251 Wesley Chapel Blvd # 513
Wesley Chapel, FL

Phone (813) 900-2687

Fax (813) 907-2810

E-mail support@alphafieldservices.com

Federal Number 90-1007218

Minority Small Business

Contact Lorraine Harris

JTCM Inc

817 S MacDill Ave
Tampa, FL 33609

Phone (813) 935-7724

Fax (813) 935-7724

E-mail noelsuders@gmail.com

Federal Number 56-2418914

Minority Small Business

Contact Helen Suders

DEANS ENVIRONMENTAL SERVICES

2126 Whispering Trails Blvd
Winter Haven, FL 33884

Phone (863) 595-8255

Fax (904) 791-9060

E-mail DEANK8859@AOL.COM

Federal Number 83-0461047

Minority Small Business

Contact KYLE DEAN

City of Tampa MBD Office

SLBE Goal Setting Firms Report

as of 8/24/2016



SOD, SEED SOIL, AND INOCULANTS

Morelli Landscaping, Inc

4855 162nd Avenue North
Clearwater, FL 33762

Phone (727) 535-6263

Fax (727) 536-6855

E-mail vjmorelli@tampabay.rr.com

Federal Number 59-1877993

Minority Small Business

Contact Joe Morelli

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

10105 11th Street North
Tampa, FL 33612

Phone (813) 972-4057

Fax (813) 971-0882

E-mail paulrobinson22@msn.com

Federal Number 59-1341451

Minority Small Business

Contact Hyacinth Robinson

NPC Mowing & Landscaping

P.O. Box 292873 6441 Eureka Springs
Road
Tampa, FL 33687-2873

Phone (813) 967-4386

Fax (352) 668-3295

E-mail Jwoodho793@aol.com

Federal Number 03-0555858

Minority Small Business

Contact John Woodhouse

Fresh Start Development, Inc.

P.O. Box 310592
Tampa, FL 33680

Phone (813) 758-5345

Fax (813) 333-5949

E-mail freshstartdevelop@yahoo.com

Federal Number 20-3857845

Minority Small Business

Contact Katina McClinton

Cardinal Landscaping Services of Tampa, Inc.

817 E. Okaloosa Ave.
Tampa, FL 33604

Phone (813) 915-9696

Fax (813) 915-9695

E-mail Mike@cardinallandscape.com

Federal Number 59-3394554

Minority Small Business

Contact Mark Mantei

VIDEO SERVICES, PHOTOGRAPHY

A Business Forms & Pegboard Systems, Inc.

123 W. Seneca Ave.
Tampa, FL 33612-6753

Phone (813) 933-2788

Fax (813) 935-9506

E-mail results@amediamarketing.com

Federal Number 59-1559977

Minority Small Business

Contact Victoria Jorgenson

City of Tampa MBD Office



SLBE Goal Setting Firms Report

as of 8/24/2016

VIDEO SERVICES, PHOTOGRAPHY

Florida Contractors Video Service

P.O. Box 907
Valrico, FL 33594-0907

Phone (813) 737-1774
Fax (813) 737-6151
E-mail FCVSinc@aol.com

Federal Number 65-0373535

Minority Small Business
Contact Norma Oosting

Kerrick Williams Photography, LLC

811 Hickory Glen Drive
Seffner, FL 33584

Phone (813) 571-3768
Fax (866) 571-7149
E-mail kerrick@kerrickwilliams.com

Federal Number 59-3225186

Minority Small Business
Contact Kerrick Williams

DeHa Multimedia, LLC

P.O. Box 23532
Tampa, FL 33623

Phone (813) 340-3017
Fax (813) 891-0332
E-mail hakeem@dehamagazine.com

Federal Number 26-0527750

Minority Small Business
Contact Hakeem Ali

Uppercase, Inc.

905 North Tampa Street
Tampa, FL 33602

Phone (813) 226-3096
Fax
E-mail matt@uppercaseincorporated.com

Federal Number 26-2817255

Minority Small Business
Contact Matthew Morgan

SLBE Contract Goal

Goal
6.9%

**Subcontract Goal Contact List: SLBEs and Underutilized WMBEs
(**The Underutilized WMBE Industry Category for Subcontracts is Construction - BBE Certified)**

Project 16-C-00029 (Citywide Ditch Stabilization)

# Of Firms	Company Name	Federal Number	Address	Phone Number	SLBE/WMBE CLASS	City, State, Zip Code	Fax Number	Contact Name	Contact Email
1	A Business Forms & Pegboard Systems, Inc.	59-1559977	123 W. Seneca Ave.	(813) 933-2788	Small Business	Tampa, FL 33612-6753	(813) 935-9506	Victoria Jorgenson	results@amediamarketing.com
2	Acclaim Service Group, Inc.	36-4668231	1324 Seven Springs Blvd., #325	(727) 848-3200	Small Business	New Port Richey, FL 34655	(727) 848-3211	Jamie Jones	jamie@acclaimservicegroup.com
3	Alpha Field Services, LLC	90-1007218	27251 Wesley Chapel Blvd # 513	(813) 900-2687	SLBE/BBE	Wesley Chapel, FL	(813) 907-2810	Lorraine Harris	support@alphafieldservice.com
4	Bay Light, LLC d/b/a Professional Property Services	59-1341451	10105 11th Street North	(813) 972-4057	SLBE/BBE	Tampa, FL 33612	(813) 971-0882	Hyacinth Robinson	paulrobinson22@msn.com
5	Best Made Enterprises, Inc.	59-3498525	4133 Causeway Blvd.	(813) 248-5266	Small Business	Tampa, FL 33619	(813) 248-1299	Karen Flores	BestMadeEntInc@aol.com
6	Breit Turf Management, LLC	27-3737949	P.O. Box 13551	(813) 732-3221	Small Business	Tampa, FL 33681		Edward Breit	breiturf1@gmail.com
7	Cardinal Landscaping Services of Tampa, Inc.	59-3394554	817 E. Okaloosa Ave.	(813) 915-9696	Small Business	Tampa, FL 33604	(813) 915-9695	Mark Mantel	Mike@cardinallandscape.com
8	Castco Construction, Inc.	59-2548614	9001 126th Ave. North	(727) 585-4714	Small Business	Largo, FL 33773	(727) 585-5091	Israel Castro	cconstr@tampabay.rr.com
9	Chow & Scott Keepsakes, LLC	46-0672529	3034 GATES DR APT 337	(813) 479-7982	African American	Tampa, FL 33617		Toby Scott	chowandscott@gmail.com
10	CMK Construction, Inc.	20-1609262	440 Roberts Rd Suite 1	(727) 243-9234	Small Business	Oldsmar, FL 34677	(727) 231-8111	Manuel Kavouklis	manny@cmkconstructioninc.com
11	Communication Support Network, Inc.	03-0379746	1984 Iowa Ave. NE	(813) 966-5200	Small Business	St. Petersburg, FL 33703	(813) 932-5421	Sara Armstrong	csn2@tampabay.rr.com
12	DEANS ENVIRONMENTAL SERVICES	83-0461047	2126 Whispering Trails Blvd	(863) 595-8255	SLBE/BBE	Winter Haven, FL 33884	(904) 791-9060	KYLE DEAN	DEANK8859@AOL.COM

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

Report Date: August 25, 2016

**Subcontract Goal Contact List: SLBEs and Underutilized WMBEs
(**The Underutilized WMBE Industry Category for Subcontracts is Construction - BBE Certified)**

Project 16-C-00029 (Citywide Ditch Stabilization)

# Of Firms	Company Name	Federal Number	Address	Phone Number	SLBE/WMBE CLASS	City, State, Zip Code	Fax Number	Contact Name	Contact Email
13	DeHa Multimedia, LLC	26-0527750	P. O. Box 23532	(813) 340-3017	SLBE/BBE	Tampa, FL 33623	(813) 891-0332	Hakeem Ali	hakeem@dehamagazine.com
14	E/S Concrete Services, Inc.	59-3119582	726 East Harbor Dr. South	(727) 560-0957	SLBE/BBE	St. Petersburg, FL 33705	(727) 821-5029	Enoris Sly	enorisslys@yahoo.com
15	Evolve Professional Landscape Management, LLC	27-2323571	P. O. Box 2362	(863) 205-3769	Small Business	Bartow, FL 33831	(863) 223-0275	Joseph Bustos	office@evolveyourlawn.com
16	Excel 4, LLC	45-4149326	P. O. Box 4475	(407) 480-8976	African American	Winter Park, FL 32793		Cleo Davis	excel4llc@yahoo.com
17	Florida Contractors Video Service	65-0373535	P. O. Box 907	(813) 737-1774	Small Business	Valrico, FL 33594-0907	(813) 737-6151	Norma Oosting	FCVSinc@aol.com
18	Fresh Start Development, Inc.	20-3857845	P. O. Box 310592	(813) 758-5345	SLBE/BBE	Tampa, FL 33680	(813) 333-5949	Katina McClinton	freshstartdevelop@yahoo.com
19	Gustavo Negrete d/b/a Lawns & More	76-6102049	1407 Bonnie Loop	(813) 650-1834	Small Business	Plant City, FL 33565	(813) 754-0282	Gustavo Negrete	nancyostewart29@gmail.com
20	Horus Construction Services	59-3675651	P. O. Box 10667	(727) 898-6877	African American	St. Petersburg, FL 33733	(727) 898-6896	James Graham, Jr.	horuscons1@juno.com
21	Infante's Services, Inc.	59-3648843	18620 Gunn Hwy.	(813) 926-2271	Small Business	Odessa, FL 33556	(813) 926-1431	Renee Infante	charlotte@infanteservices.com
22	JEB Management Inc. dba Good Neighbor Fence Co.	03-0416868	5011 20th Avenue South	(813) 968-1921	Small Business	Tampa, FL 33619	(813) 241-6070	Jeffrey Bognolo	info@fence4u.biz
23	JTCM Inc	56-2418914	817 S MacDill Ave	(813) 935-7724	Small Business	Tampa, FL 33609	(813) 935-7724	Helen Suders	noelsuders@gmail.com
24	Kerrick Williams Photography, LLC	59-3225186	811 Hickory Glen Drive	(813) 571-3768	SLBE/BBE	Seffner, FL 33584	(866) 571-7149	Kerrick Williams	kerrick@kerrickwilliams.com

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

Report Date: August 25, 2016

**Subcontract Goal Contact List: SLBEs and Underutilized WMBEs
(**The Underutilized WMBE Industry Category for Subcontracts is Construction - BBE Certified)**

Project 16-C-00029 (Citywide Ditch Stabilization)

# Of Firms	Company Name	Federal Number	Address	Phone Number	SLBE/WMBE CLASS	City, State, Zip Code	Fax Number	Contact Name	Contact Email
25	KMG Fence, LLC	13-4226271	3617 E. 10th Ave Unit A	(813) 241-4600	Small Business	Tampa, FL 33605	(813) 241-4611	Karen Grimsley	kmg@kmgfence.com
26	Logistical Transportation Co., Inc.	59-1988061	P.O. Box 40001	(904) 764-3219	African American	Jacksonville, FL 32203-0001	(904) 766-2446	Marion Graham, Jr.	mgraham@logistical-company.com
27	L.S. Curb Service, Inc.	59-3252745	4206 James L. Redman Pkwy	(813) 737-1524	African American	Plant City, FL 33567	(813) 650-8654	Leaford Shakes	lshakes@lscurb.com
28	Mason Global LLC	47-1844251	6133 Lanshire Dr	(813) 323-3648	African American	Tampa, FL 33634		Alan Robinson	alan@masongloballlc.com
29	Mend It Asphalt & Concrete Services, Inc.	59-3274522	4915 15th Avenue South	(727) 327-7784	Small Business	Gulfport, FL 33707	(727) 327-4504	Robert Mendez	menditasphaltconcrete@yahoo.com
30	MIMS Construction Company	59-3442318	P.O. Box 681554	(407) 298-6936	African American	Orlando, FL 32868-1554	(407) 290-1217	Lyndell Mims	lynn@mimsconstruction.com
31	Morelli Landscaping, Inc	59-1877993	4855 162nd Avenue North	(727) 535-6263	Small Business	Clearwater, FL 33762	(727) 536-6855	Joe Morelli	vjmorelli@tampabay.rr.com
32	Moses & Wourman Maintenance, Inc.	65-0105210	13014 North Dale Mabry #136	(813) 926-3848	SLBE/BBE	Tampa, FL 33618	(813) 926-5289	Cornel Moses	
33	Nelson's Tree Farm and Nursery, Inc.	59-3404710	19139 Geraci Rd.	(813) 917-6608	Small Business	Lutz, FL 33549	(813) 350-9139	Kimberly Martinez	kimberly.martinez33@gmail.com
34	NPC Mowing & Landscaping	03-0555858	P.O. Box 292873 6441 Eureka Springs Road	(813) 967-4386	Small Business	Tampa, FL 33687-2873	(352) 668-3295	John Woodhouse	Jwoodh793@aol.com
35	Ortzak Construction Group, LLC	45-4837502	13014 N. Dale Mabry Hwy, Suite 623	(813) 961-6023	Small Business	Tampa, FL 33618	(813) 961-6023	Daniel Castro	dcastro@ortzak.com
36	Par Development Partners, Inc.	20-5657414	2109 E. Palm Ave., Suite 312	(813) 374-2856	African American	Tampa, FL 33605	(866) 594-2505	Yancy Wilson	ydwilson@aol.com

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

Report Date: August 25, 2016

**Subcontract Goal Contact List: SLBEs and Underutilized WMBEs
(**The Underutilized WMBE Industry Category for Subcontracts is Construction - BBE Certified)**

Project 16-C-00029 (Citywide Ditch Stabilization)

# Of Firms	Company Name	Federal Number	Address	Phone Number	SLBE/WMBE CLASS	City, State, Zip Code	Fax Number	Contact Name	Contact Email
37	Paragon Building Contractors, Inc.	59-2464751	1201 W. Waters Ave	(813) 935-1600	African American	Tampa, FL 33604	(813) 932-1108	Al Davis	paragonb@tampabay.rr.com
38	Parking Lot Striping Service	59-1522393	P.O. Box 11005	(813) 623-1454	Small Business	Tampa, FL 33680	(813) 664-0140	Fernando Llop	lindapiss@aol.com
39	Pine Lake Services, Inc.	27-3360158	2122 Henley Rd.	(813) 948-4736	Small Business	Lutz, FL 33548	(813) 909-0386	Maria Martinez	Ivan@pinelakeservices.com
40	Quick Construction Solutions, LLC	90-0972890	4501 N. Saint Vincent St.	(813) 377-9997	Small Business	Tampa, FL 33614	(813) 374-5849	Jorge Castro	quickcs@outlook.com
41	Sabrina's Trucking, LLC	59-3284380	P.O. Box 992	(813) 629-7210	African American	Mango, FL 33550	(813) 627-9094	Nathaniel Johnson	jtrucker151@aol.com
42	Sterling Silver Scape & Sod, Inc.	59-3171150	P.O. Box 450459	(407) 846-3225	African American	Kissimmee, FL 34745	407) 846-3207	Sterling Blake	dahlia2@sterlingsilverlandscaping.com
43	Sunrise Utility Construction, Inc.	59-3034012	P.O. Box 272293	(813) 949-3749	Small Business	Tampa, FL 33688-2293	(813) 949-0408	Lisa Nehrbooss	LMNBOSS@AOL.COM
44	Tagarelli Construction, Inc.	59-3339407	P.O. Box 681	(727) 937-6171	Small Business	Tarpon Springs, FL 34689	(727) 937-6172	Michael Tagarelli	tagarelli@verizon.net
45	Tampa Bay Construction & Engineering, Inc.	59-3713572	10503 Palm Cove Ave	(813) 984-9898	Small Business	Tampa, FL 33647	(813) 907-0980	Ahmad Erchid	aerchid@tbcei.com
46	Uppercase, Inc.	26-2817255	905 North Tampa Street	(813) 226-3096	Small Business	Tampa, FL 33602		Matthew Morgan	matt@uppercaseincorporated.com
47	Williams Landscape Management Co., Inc.	54-3516370	PO Box 311444 5711 N. 50th St.	(813) 628-8048	Small Business	Tampa, FL 33610	(813) 628-8048	Tony Williams	tonywilliams@wlmilandscap.com

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

Report Date: August 25, 2016

Instructions Regarding Use of the SLBE Goal Contact List

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

SOLICITATION FOR SUBCONTRACTOR QUOTES

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

To Subcontractor:

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

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

Legal Name of Bidder: _____

Bidder's Fictitious Name, if applicable: _____

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

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

Bidder Mailing Address: _____

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

Bidder's License No.: _____ Bidder's FDOS (SUNBIZ) Doc. No.: _____

(See Ch. 489, FS; use entity's, individual's only if applicable)

Bidder Contact Name**: _____ Email: _____ Phone: (____) _____

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

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

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

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

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

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0100-1	Contingency	LS	1	Two Hundred Thousand Dollars and No Cents	\$ 200,000.00	\$ 200,000.00
0101-1	Mobilization	LS	1	Sixty Thousand Dollars and No Cents	\$ 60,000.00	\$ 60,000.00
0102-1	Maintenance of Traffic	LS	1		\$	
0104-1	Floating Turbidity Barrier	LS	1		\$	
0113-1	Clear and Grub	SY	6,198		\$	
0142-1	Import Select Soil	CY	840		\$	
0142-2	Grading of Ditch Slopes	SY	2,240		\$	
0350-10	Concrete Flume	SF	300		\$	
0350-20	Concrete Footers	LS	1		\$	
0355-10	Fiberglass Reinforced Plastic (FRP) Walkway	LS	1		\$	
0426-10	Relocation of Bar Screen	LS	1		\$	
0523-10	Fabric Formed Concrete Mat	SY	2,402		\$	
0525-10	Concrete Stabilization Mat	SY	1,340		\$	
0526-20	Turf Reinforcement Mat	SY	1320		\$	
0530-15	Rubble Rip-Rap	CY	309		\$	
0548-10	Stacked Block Retaining Wall	SF	740		\$	

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0550-1	6' Wood Privacy Fence	LF	300		\$	
0550-2	Removal of Existing Fence and Installation of Temporary Fence	LF	600		\$	
0570-1	Sod	SY	5,717		\$	
0570-2	Grass Seeding	SY	1,340		\$	
0570-3	Landscaping	LS	1		\$	
					Total \$	

Computed Total Price in Words: _____
 _____ dollars and _____ cents.

Computed Total Price in Figures: \$ _____

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

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

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

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
Total Cost: \$					_____

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

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

[SEAL] Name of Bidder: _____
 Authorized Signature: _____
 Signer's Printed Name: _____
 Signer's Title: _____

STATE OF _____
 COUNTY OF _____

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

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

[NOTARY SEAL] _____
 Notary Public, State of _____
 Notary Printed Name: _____
 Commission No.: _____
 My Commission Expires: _____



Good Faith Effort Compliance Plan Guidelines

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

Contract Name _____ Bid Date _____

Bidder/Proposer _____

Signature _____ Date _____

Name _____ Title _____

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

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

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

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

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

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



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

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



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

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

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

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

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

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

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

Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid Non-Responsive
(Do Not Modify This Form)

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

Signed: _____ Name/Title: _____ Date: _____

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



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

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

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

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

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

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



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

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

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

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Failure to Complete, Sign and Submit
 this form with your Bid or Proposal
 Shall render the Bid Non-Responsive.
 (Do Not Modify This Form)

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

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

Signed: _____ Name/Title: _____ Date: _____

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



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

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

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

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

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

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

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

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

TAMPA BID BOND
Contract 16-C-00029; Ditch Stabilization

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 16-C-00029, Ditch Stabilization.

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

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

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

Principal

BY _____

TITLE _____

BY _____

TITLE _____

(SEAL)

Producing Agent

Producing Agent's Address

Name of Agency

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

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of Contract 16-C-00029 in accordance with your Proposal dated _____, amounting to a total of \$ _____ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 20____, between the City of Tampa, Florida, hereinafter called the City, and 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 16-C-00029; Ditch Stabilization, shall include, but not be limited to, furnishing labor, materials, and equipment for placement of fill material and grading of ditch banks, construction of a concrete accessway, installation of ditch stabilization materials such as stack block retaining wall, fabric formed concrete, and concrete block mats, installation of turf reinforcement mats, installation of rip-rap, sodding, landscaping with all associated work required for a complete project in accordance with the Contract Documents.

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

TAMPA AGREEMENT

SECTION 1 GENERAL

ARTICLE 1.01 THE CONTRACT

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

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

ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters

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

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

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

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

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

ARTICLE 2.03 NO ESTOPPEL

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

ARTICLE 2.04 NO WAIVER OF RIGHTS

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

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

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

SECTION 3 PERFORMANCE OF WORK

ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY

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

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

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

ARTICLE 3.02 COMPLIANCE WITH LAWS

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

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

ARTICLE 3.03 INSPECTION

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

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

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

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

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

ARTICLE 3.04 PROTECTION

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

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

ARTICLE 3.05 PRESERVATION OF PROPERTY

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

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

ARTICLE 3.06 BOUNDARIES

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

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 3.08 TAXES

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

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

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

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

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

**SECTION 4
TIME PROVISIONS**

ARTICLE 4.01 TIME OF START AND COMPLETION

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

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

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

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

ARTICLE 4.02 PROGRESS SCHEDULE

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

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

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

ARTICLE 4.03 APPROVAL REQUESTS

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

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

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

ARTICLE 4.05 EXTENSION OF TIME

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

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

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

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

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

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

ARTICLE 4.06 LIQUIDATED DAMAGES

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

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

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

ARTICLE 4.07 FINAL INSPECTION

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

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

**SECTION 5
SUBCONTRACTS AND ASSIGNMENTS**

ARTICLE 5.01 LIMITATIONS AND CONSENT

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

ARTICLE 5.02 RESPONSIBILITY

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

SECTION 6 SECURITY AND GUARANTY

ARTICLE 6.01 CONTRACT SECURITY

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

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

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

ARTICLE 6.02 CONTRACTORS INSURANCE

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

ARTICLE 6.03 AGAINST CLAIMS AND LIENS

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

ARTICLE 6.04 MAINTENANCE AND GUARANTY

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

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

SECTION 7 CHANGES

ARTICLE 7.01 MINOR CHANGES

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

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

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

ARTICLE 7.02 EXTRA WORK

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.03 DISPUTED WORK

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

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

ARTICLE 7.04 OMITTED WORK

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

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

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

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

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

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

SECTION 8 CONTRACTOR'S EMPLOYEES

ARTICLE 8.01 CHARACTER AND COMPETENCY

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

ARTICLE 8.02 SUPERINTENDENCE

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

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

ARTICLE 8.04 RATES OF WAGES

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

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

ARTICLE 8.05 PAYROLL REPORTS

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

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

SECTION 9 CONTRACTOR'S DEFAULT

ARTICLE 9.01 CITY'S RIGHT AND NOTICE

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

ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT

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

ARTICLE 9.03 COMPLETION OF DEFAULTED WORK

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

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

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

ARTICLE 9.04 PARTIAL DEFAULT

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

SECTION 10 PAYMENTS

ARTICLE 10.01 PRICES

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

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

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

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

made therefor in the Contract Documents.

ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN

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

ARTICLE 10.03 REPORTS, RECORDS AND DATA

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

ARTICLE 10.04 PAYMENTS BY CONTRACTOR

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

ARTICLE 10.05 PARTIAL PAYMENTS

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

FOR CONTRACT AMOUNTS UNDER \$250,000

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

FOR CONTRACT AMOUNTS OVER \$250,000

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

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

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

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

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

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

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

ARTICLE 10.06 FINAL PAYMENT

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

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

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

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

ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT

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

SECTION 11 MISCELLANEOUS PROVISIONS

ARTICLE 11.01 CONTRACTOR'S WARRANTIES

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

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

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

ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES

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

ARTICLE 11.03 SUITS AT LAW

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

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

ARTICLE 11.04 CLAIMS FOR DAMAGES

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

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

ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS

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

ARTICLE 11.06 LIABILITY UNAFFECTED

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN

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

ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR

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

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

ARTICLE 11.11 NUMBER AND GENDER OF WORDS

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

ARTICLE 11.12 ACCESS TO RECORDS

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

**SECTION 12
LABOR STANDARDS**

ARTICLE 12.01 LABOR STANDARDS

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

ARTICLE 12.02 NOTICE TO LABOR UNIONS

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

ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

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

ARTICLE 12.05 PREVAILING RATES OF WAGES

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

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

* * * * *

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

CITY OF TAMPA, FLORIDA

Bob Buckhorn, Mayor
(SEAL)

ATTEST:

City Clerk

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

Rachel S. Peterkin, Assistant City Attorney

Contractor

By: _____
(SEAL)

Title:

ATTEST:

Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

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

Notary

My Commission Expires:

For an Individual:

STATE OF _____
COUNTY OF _____

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

Notary

My Commission Expires:

For a Firm:

STATE OF _____
COUNTY OF _____

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

Notary

My Commission Expires:

PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number) _____

Name of Contractor: _____

Principal Business Address of Contractor: _____

Telephone Number of Contractor: _____

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

Principal Business Address of Surety: _____

Telephone Number of Surety: _____

Owner is The City of Tampa, Florida

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

_____ Contract Administration Department (280A4N)

Telephone Number of Owner: _____ 813/274-8456

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

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

General Description of Work and Services: _____

KNOW ALL MEN BY THESE PRESENTS That we, _____

(Name of Contractor)

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

(Name of Surety)

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

DATED ON _____, 20__

(Name of Principal)

(Name of Surety)

(Principal Business Address)

(Surety Address)

By _____

By _____
(As Attorney in Fact)*

Title _____

Telephone Number of Surety

Telephone Number of Principal

Approved as to legal sufficiency:

Countersignature:

By _____
Assistant City Attorney

(Name of Local Agency)

(Address of Resident Agent)

By _____

Title _____

Telephone Number of Local Agency

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

SPECIFICATIONS GENERAL PROVISIONS

SECTION 1 SCOPE AND INTENT

G-1.01 DESCRIPTION

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

G-1.02 WORK INCLUDED

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

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

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

G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 PLANS AND SPECIFICATIONS

G-2.01 PLANS

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

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

G-2.02 COPIES FURNISHED TO CONTRACTOR

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

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

G-2.03 SUPPLEMENTARY DRAWINGS

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

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

G-2.04 CONTRACTOR TO CHECK PLANS AND DATA

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

G-2.05 SPECIFICATIONS

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

G-2.06 INTENT

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

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

SECTION 3 WORKING DRAWINGS

G-3.01 SCOPE

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

These drawings shall accurately and distinctly present the following:

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

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

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

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

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

G-3.02 APPROVAL

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

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

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

1. The Contractor shall submit four complete sets of drawings

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

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

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

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

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

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

SECTION 4 MATERIALS AND EQUIPMENT

G-4.01 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

G-4.02 MANUFACTURER

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

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

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

G-4.03 REFERENCE TO STANDARDS

Whenever reference is made to the furnishing of materials or

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

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

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

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

G-4.04 SAMPLES

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

G-4.05 EQUIVALENT QUALITY

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

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

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

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

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

G-4.06 DELIVERY

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

G-4.07 CARE AND PROTECTION

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

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

G-4.08 TOOLS AND ACCESSORIES

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

Spare parts shall be furnished as specified.

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

G-4.09 INSTALLATION OF EQUIPMENT

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

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

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

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

G-4.10 OPERATING INSTRUCTIONS

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

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

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

G-4.11 SERVICE OF MANUFACTURER'S ENGINEER

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

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

SECTION 5 INSPECTION AND TESTING

G-5.01 GENERAL

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

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

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

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

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

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

G-5.02 COSTS

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

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

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

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

G-5.03 INSPECTIONS OF MATERIALS

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

G-5.04 CERTIFICATE OF MANUFACTURE

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

G-5.05 SHOP TESTS OF OPERATING EQUIPMENT

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

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

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

G-5.06 PRELIMINARY FIELD TESTS

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

TEMPORARY STRUCTURES

G-5.07 FINAL FIELD TESTS

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

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

G-5.08 FAILURE OF TESTS

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

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

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

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

G-5.09 FINAL INSPECTION

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

SECTION 6

G-6.01 GENERAL

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

G-6.02 PUBLIC ACCESS

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

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

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

G-6.03 CONTRACTOR'S FIELD OFFICE

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

G-6.04 TEMPORARY FENCE

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

G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

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

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

SECTION 7 TEMPORARY SERVICES

G-7.01 WATER

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

G-7.02 LIGHT AND POWER

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

G-7.03 SANITARY REGULATIONS

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

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

G-7.04 ACCIDENT PREVENTION

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

G-7.05 FIRST AID

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

G-7.06 HEATING

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

SECTION 8

LINES AND GRADES

G-8.01 GENERAL

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

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

G-8.02 SURVEYS

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

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

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

G-8.03 SAFEGUARDING MARKS

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

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

G-8.04 DATUM PLANE

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

Corps of Engineers.

SECTION 9 ADJACENT STRUCTURES AND LANDSCAPING

G-9.01 RESPONSIBILITY

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

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

G-9.02 PROTECTION OF TREES

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

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

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

G-9.03 LAWN AREAS

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

manner described in the Technical Specifications section.

G-9.04 RESTORATION OF FENCES

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

SECTION 10 PROTECTION OF WORK AND PUBLIC

G-10.01 TRAFFIC REGULATIONS

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

G-10.02 BARRIERS AND LIGHTS

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

No open fires will be permitted.

G-10.03 SMOKE PREVENTIONS

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

G-10.04 NOISE

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

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

**SECTION 13
CLEANING**

G-10.05 ACCESS TO PUBLIC SERVICES

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

G-10.06 DUST PREVENTION

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

G-10.07 PRIVATE PROPERTY

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

**SECTION 11
SLEEVES AND INSERTS**

G-11.01 COORDINATION

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

G-11.02 OPENINGS TO BE PROVIDED

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

**SECTION 12
CUTTING AND PATCHING**

G-12.01 GENERAL

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

G-13.01 DURING CONSTRUCTION

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

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

G-13.02 FINAL CLEANING

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

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

**SECTION 14
MISCELLANEOUS**

G-14.01 PROTECTION AGAINST SILTATION AND BANK EROSION

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

G-14.02 EXISTING FACILITIES

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

G-14.03 USE OF CHEMICALS

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

SPECIFIC PROVISIONS

SP-1 Scope

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

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

SP-2 Permits

For any of the several ditch stabilization sites, the City will obtain permits required from any State or County agencies having jurisdiction over the ditches, 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-18 Maintenance of Traffic, contained herein. Right-of-way and maintenance of traffic permit fees shall be paid by the Contractor and be reimbursed by the City. Contractor shall apply for and obtain, at his cost, all Florida Department of Environmental Protection required permits associated with any proposed dewatering or wellpointing operation.

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

The Contractor shall require all subcontractors to be currently licensed by the City to perform the proposed work in their respective fields. All work shall be performed in accordance with the licenses, permits and the requirements of the current regulations applicable to the work.

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 City of Tampa departmental Technical Standards or 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, Transportation and Stormwater Services' Standard Drawings are available on the 6th Floor, East 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-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 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-8 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-9 Construction Easements

For any of the several ditch stabilization sites, it is expected that all the construction activities will occur with the existing Rights-of-way and/or easements. In the event the Engineer determines that a temporary construction easement is necessary, the City will obtain such temporary construction easement. Any items necessary to restore the temporary construction easement to its initial condition that is not established in the contract will be negotiated with the contractor prior to the start of construction.

In the event that, in the opinion of the Contractor (and not the Engineer), obtaining a temporary construction easement is 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. All costs to restore this easement to its initial condition shall be borne by the Contractor. The Contractor shall not conduct construction operations on private property outside the limits of any easement obtained by the City or of any Rights-of-Way unless a copy of the temporary construction easement agreement is filed with the Engineer.

SP-10 Contractor Emergency Response Time

The Contractor must be available to service emergency calls seven (7) days a week, twenty-four (24) hours a day after the Notice to Proceed has been issued and the Contractor is mobilized and on site. 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-11 Contractor's Field Office

Delete Article G-6.03 Contractor's Field Office on 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-12 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-13 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-14 Dewatering

Dewatering and by-pass pumping are the responsibility of the Contractor. All costs associated with dewatering and by-pass pumping shall be included in the appropriate contract price for items to which dewatering is incidental, or in the total Lump Sum Price, as applicable, and no separate payment shall be made therefor. Contractor shall apply for, assume the cost of, and obtain all Florida Department of Environmental Protection required permits associated with any proposed dewatering or wellpointing operation.

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 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-15 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 comply with the applicable provisions of the City of Tampa Land Development Code concerning grading, filling, excavation, soil removal, and the like, as amended.

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-15 Project Sign

The Contractor shall furnish a project sign as shown on the detail included herein, and install it at each active construction area as directed by the Engineer within five (5) days prior to start of construction and remain in place for the duration of the construction at the site. Project signs may be reused if construction at sites is staggered, and activities have been finalized at a previous site. Language on the reused signs must be revised to reflect the information pertaining to the new site, if necessary.

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 included in the Contract Item 0101 Mobilization.

SP-16 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 OSHA standards and be structurally stable as approved by the Engineer. No excavations shall be left open over a weekend.

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-17 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-18 Maintenance of Traffic

For any of the several ditch stabilization sites, 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, County or FDOT rights-of-way, the Contractor shall obtain the appropriate permit for any traffic lane or street closure. 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 detour plan may be required by the appropriate agency together with the application for the Street Closure Permit. The traffic detour 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. No changes to the approved Street/Lane Closure Permit 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 closing a street or alley without a traffic detour plan shall be included under the various classified Contract Items unit price and no additional payment will be made therefor. The cost of traffic maintenance for a lane closure or street closure with a traffic detour plan shall be negotiated with the Contractor prior to the start of construction.

SP-19 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 Transportation and Stormwater Services 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-20 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, or 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 total Lump Sum Price, 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-21 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-22 Protection of Trees and Shrubs

For any of the several ditch stabilization sites, it is expected that all the construction activities will occur within the existing Rights-of-way and/or easements.

Protective barricades shall be placed around all protected trees and grand trees as determined by the Natural Resources Division of the Planning and Development Department and shall remain in place until all potentially damaging construction activities are completed (see attached barricade detail). The Natural Resources Division of the must inspect the site after tree protection devices have been installed and prior to construction. A 48-hour notice must be given to Natural Resources Division 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

In areas where the construction might be in close proximity to existing trees and /or shrubs, the Contractor shall limit his trench width by using a trench/drag box. The allowable width of the construction area around existing trees and/or shrubs shall be as per the detail for sheeted (trench/drag box) trench plus three (3) feet for a working area, to either side of the sheeted trench.

The Contractor shall provide the services of an approved licensed tree professional arborist when it is necessary to trim or cut a significant branch from a tree. The Contractor shall also provide the services of an approved licensed tree professional arborist when it is necessary to root prune close to any existing tree when shown on the plans or ordered in writing by the Engineer.

The cost of any protective barricade prescribed by the Natural Resources Division and/or the cost to trim branches or root prune shall be paid by the Contractor.

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 that are located outside the limit of the described construction area, at his own expense. Replacement of destroyed trees or shrubs shall be made with new stock conforming to the requirements of the City's Tree Ordinance.

SP-23 Existing Storm Sewerage Facilities

In the course of the work, it will be necessary to excavate, grade, or install stabilization material under or closely adjacent to existing culverts and other storm sewerage facilities. The Contractor shall protect all existing storm sewerage 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 sewerage 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 sewerage facilities 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, 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 sewerage facilities accomplished by the Contractor.

SP-24 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 stabilization of ditches.

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-25 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, or as designated on the Contract Plans or Specifications. 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-26 Concrete Requirements

The concrete shall conform to the requirements of the FDOT Specification 346, except Section 346.6.1. All concrete shall be Class I – 3000 psi, unless otherwise noted in a specific technical specification.

SP-27 Compaction of Suitable Clay Fill Material

The Contractor shall have equipment available to properly compact any suitable clay fill material at no additional cost to the project.

SP-28 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-29 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-30 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-31 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. Clearing and Grubbing
2. Regrading
3. Installation of Stabilization Material
4. Installation of Sod
5. Restoration of Private Property
6. Restoration of Public Property
7. Final Walk Thru

SP-32 Bypass Pumping

Maintaining stormwater flows through the ditch during all phases of construction is the responsibility of the Contractor. The Contractor shall review the plans, phasing, and the construction schedule to determine the need for bypassing to suit the sequence of operations. The bypass operation must provide continuous service. If so directed by the Engineer, the Contractor will provide around-the-clock monitoring to ensure continuous operation and service. To further ensure that no interruptions occur, the Contractor must have adequate back-up pumps on site at all times. The number of back-up pumps shall conform to the following chart:

The hydraulic design of the bypass system shall be the sole responsibility of the Contractor. All pumps shall be of a type suitable for the application over an indefinite period without clogging or requiring shutdown for routine maintenance. The Contractor shall submit a complete plan for his bypass system including, but not limited to, pump size and type, pump flow characteristics, and piping size, type, and diameter. All pumps shall be properly secured to avoid damage/vandalism/unauthorized shutdown and baffled to comply with all noise abatement standards. The costs of bypass pumping shall be included in the various Contract Unit Price Items, and no separate payment will be made therefor.

SP-33 Request for Information / Submittals / 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-34 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-35 Additional Worker Classifications

If the Contractor determines that a worker classification and wage rate needs to be added to an existing Department of Labor wage determination, then he shall submit to the City the addition of such classification of worker not listed in the wage determination, together with the proposed wage rates and fringe benefits conformable to the wage determination. Such an action requires the concurrence of the employees or their representative and the City. The Wage and Hour Division U.S. Department of Labor (USDOL) must approve of the action. An additional classification action is not valid unless the USDOL has approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the view of all interested parties and the recommendation of the City.

The City shall require that any class of worker which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. The City will approve the classification and the proposed wage rate and fringe benefits only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by any classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. There is evidence of agreement on the classification and proposed wage rate among the parties involved; and
5. The request does not involve wage rates for apprentices or trainees.

If the City believes that these criteria are not met, the classification or wage rate may not be approved but shall be referred to the Wage and Hour Division for resolution of dispute.

All conformance submitted to USDOL notices will be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division must be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are complied with.

SP-36 Storage of Materials

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 ditch stabilization pay limits, no separate payment will be made therefor.

SP-37 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-38 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 may 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-39 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-40 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-41 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.

Rubble shall be of a graded mixture, with individual pieces weighing, in general, from 20 to 300 pounds each. Not over 25 percent of the total volume shall be composed of pieces weighing less than 50 pounds each and at least 50 percent of the total volume shall be composed of pieces weighing 100 pounds or more.

SP-42 Tree Removal and Replacement

The Contractor shall remove and replace trees as identified on the plans and as directed by the Engineer. All tree removal and replacement activities shall be in compliance with the City of Tampa Municipal Code, Chapter 13, Landscaping, Tree Removal and Site Clearing, as amended, latest edition.

The Contractor shall contact the City's Parks Department and the City's Construction Services Center to coordinate removal and replacement details and inspections. Substandard workmanship will be rejected. The Contractor shall pack, transport, and handle the replacement trees with care to ensure protection against injury. Upon arrival, the Contractor shall protect all trees from drying out by properly protecting the trees with soil, wet peat moss, or in a manner acceptable to the Engineer. No tree shall be bound with rope or wire in a manner that could cause damage.

Trees that are transported or planted improperly shall receive a special review established on a case-by-case basis.

The Contractor shall be responsible for maintaining the trees in a vigorous, healthy condition for a period of 90 days after replacement of all trees has been approved by the Engineer. Tree maintenance shall include, but not necessarily be limited to, watering, fertilizing, pruning, staking, guying, and all measures necessary to successfully maintain the trees to the satisfaction of the Engineer.

SP-43 As-Built Plans

For any of the several ditch stabilization sites, separate 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.

All As-Built information shall be annotated by a Florida Registered Professional Surveyor and Mapper on a separate layer of each AutoCAD drawing file as provided on a disk by the City. Annotation of the new drawing files shall be in accordance with City of Tampa Department of Transportation and Stormwater Services drafting standards, as well as the Standards of Practice / Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Settings shall be as follows: Color: CYAN, Line Type: CONTINUOUS, Font: ROMANS, Layer Name: AS-BUILT, AutoCAD Menu Name: ACAD.MNU, and File Format: AUTOCAD latest version.

All surveys shall be completed and certified by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Contractor, and shall be in accordance with the Standards of Practice / Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Survey data shall be submitted as an electronic data file in AutoCAD latest version. The Contractor shall also include as supporting data the ASCII files of digital raw survey data, closure reports, adjustment reports, and/or copies of any hand written field notes or sketches.

"As-Built", or "Record", surveys, as may be required by contract, or agreement, shall consist of survey data collected on all constructed improvements, so they may be compared to and contrasted with the design plans and/or construction drawings. The annotated disk shall delineate all changes and deviations to the planned improvements within the project limits, to include, but not be limited to, pavement, curb & gutter, sidewalk, driveways, inlets, manholes, all piping, inverts, ditches, ponds, valves, hydrants, water meters, signalization, hand holes, signing & pavement marking, landscaping, and irrigation. All changes and deviations shall be delineated by Station-Offset and vertical alignment values (or in the same format as depicted on the construction plans) and shall be clearly shown on the drawing files.

In the instance of a "point repair" the requirements to provide an As-Built plan will not be required. A point repair in a gravity line is defined as replacing any distance of sewer pipe, but not the entire length of pipe, between manholes. If the entire length of pipe between manholes is replaced the As-Built plan will be required. A point repair in a force main is defined as replacing a length of up to two contiguous nominal sections of pipe.

The Contractor shall comply with the above requirements and shall submit two (2) check print sets of the plans at the same scale as the construction plans, and all the supporting survey data files, to the Engineer for review within three weeks of substantial completion of the project. Final payment for the project shall not be made until the As-Built information is received for review, any corrections are made, and approval granted by the Engineer. Upon approval, the Contractor shall provide the final As-Built drawings on the disk, at the same scale as the construction plans. These files shall be AutoCAD Drawings, a copy in Adobe PDF, and two (2) hard copies signed and sealed with the As-Built information in red.

The cost for this work shall be included in the contract price for Mobilization and no separate payment shall be made for meeting the above As-Built requirements.

SP-44 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 (i.e.: AWTP Lockout/Tagout Procedures, AWTP Hot Work Permits, etc) that pertain to any work that might be utilized during the contract. The Contractor shall be responsible to disseminate that information to 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. Hot Work: All welding, soldering, brazing, acetylene cutting or any other work at the AWTP or any pump station that produces high temperatures shall require a AWTP "Hot Work Permit" and may require one or more fire watches. The number and location of fire watches (if any) shall be a condition of the Hot Work Permit. A current, portable, fully charged fire extinguisher shall be located with each person performing hot work and each fire watch.

The Hot Work Permit shall be signed off by the appropriate personnel and maintained in the project file.

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

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

F. Air-Borne Gases: The AWTP is located in an industrial area and, as such, there are several different substances, either on or off site, that can escape and become dangerous fumes, such as chlorine, methanol, anhydrous ammonia, etc. The AWTP currently has nine (9) Shelter In Place (SIP) locations that are designated as safe havens in the event of release of hazardous gases. These SIP's are stocked with necessary instructions and supplies to protect City and any Contractor's personnel.

The first day on site, City personnel will show all the Contractor's personnel present where the several closest SIP's are located, explain the alarm signals and provide the current alarm testing schedule. It shall be the Contractor's responsibility to show any future employee and/or sub-contractor that comes on site the location of the SIP's and explain the alarm signals.

In the event of an alarm, the Contractor's personnel shall immediately and hastily proceed to the nearest SIP along with the City personnel and remain there until further notice, taking guidance from and following the instruction of the senior City employee present.

G. Lockout / Tagout Policy: The AWTP Lockout / Tagout program is designed to set standards to help safeguard all employees from hazardous electrical or mechanical energy while they are performing service or maintenance on machines and equipment at the AWTP or any pump station. This program will also identify the practices and procedures to shut down and Lockout or Tagout machines and equipment. The Contractor shall be given a copy of the AWTP "LOCKOUT / TAGOUT POLICY AND PROCEDURES" instruction and shall make all of his employees and sub-contractors aware of this program.

No padlock (lockout) shall be removed except by the individual that installed it or, if not available, by a City of Tampa AWTP team leader.

No tag (tagout) shall be removed except by the individual who installed it or, if not available, by a City of Tampa AWTP team leader, except in an Emergency when the tag states "Do Not Use Unless in an Emergency". In that event, the Contractor shall notify the City of Tampa AWTP team leader who will prepare the necessary follow up report.

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

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

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

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

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

* * *



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

[] Partial [] Final

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

Contractor Name: _____ Address: _____

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

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

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

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

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

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

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

Signed: _____ Name/Title: _____ Date: _____



Page 2 of 2 – DMI Payment

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

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

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

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

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

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

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

0 1 2 3 4 5 6 7 8

Sign Information

Building a Better Tampa

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

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

Orion Marine Construction, Inc.

Improvement Project

City of Tampa
 Florida

Mayor Bob Buckhorn

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

For information call:
 (813) 635-3400



Building a Better Tampa

David L. Tippin Water Treatment Facility Caustic Soda Piping Improvements

Project provides for improvements at the David L. Tippin Water Treatment Facility to improve the reliability and safety of the Sodium Hydroxide System of the water distribution system within the facility.

\$TBD investment
 Scheduled for completion in TBD 2014

TBD

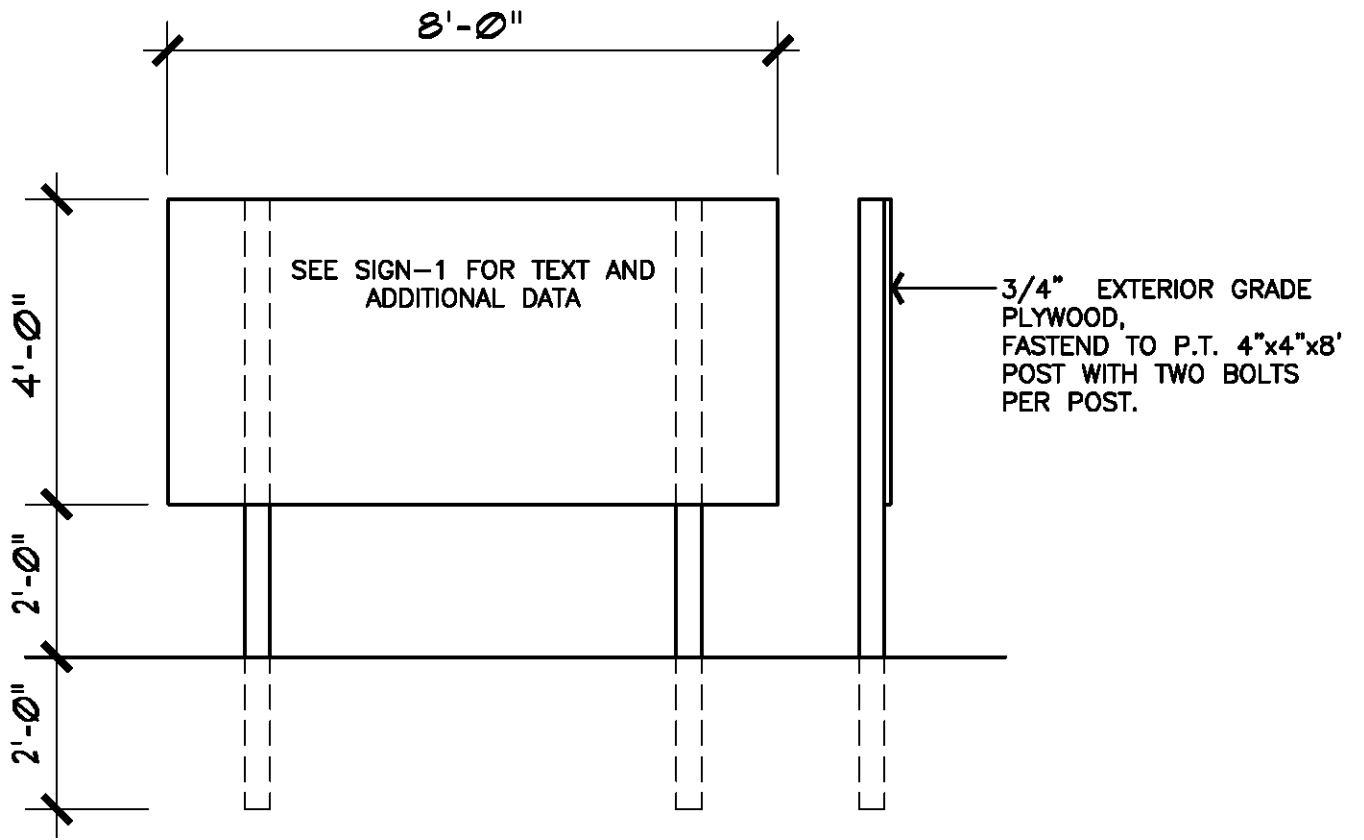
Colors

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

SIGN EXAMPLE ONLY GRAPHIC TO BE DEVELOPED BY CONTRACTOR

scale: 3" 3"

Font
 Franklin Gothic



WORKMANSHIP AND MATERIALS

SECTION 1 - EXCAVATION - EARTH AND ROCK

W-1.01 General

Opencut 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 includes 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 exist, 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 opencut 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 I 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 I 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 I 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.

* * *

SECTION 17 - 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 50 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 30 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.

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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.

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SECTION 110
CLEAR AND GRUB

110.1 Description.

Clear and grub within the areas of the roadway right-of-way and of borrow pits, sand-clay base material pits, lateral ditches, and any other areas shown in the plans to be cleared and grubbed. Remove and dispose of all trees, stumps, roots and other such protruding objects, buildings, structures, appurtenances, existing flexible asphalt pavement, existing concrete pavement, and other facilities necessary to prepare the area for the proposed construction. Remove and dispose of all product and debris not required to be salvaged or not required to complete the construction.

Also, perform certain miscellaneous work the Engineer considers necessary for the complete preparation of the overall project site, as follows:

- (a) Plug any water wells that are encountered within the right-of-way and that are to be abandoned.
- (b) Level the terrain outside the limits of construction for purposes of facilitating maintenance and other post-construction operations in accordance with 110.10.3.
- (c) Trim trees and shrubs within the project right-of-way that are identified in the Contract Documents.

Meet the requirements for such miscellaneous work as specified in 110.10.

110.2 Standard Clearing and Grubbing.

110.2.1 Work Included: Completely remove and dispose of all buildings, timber, brush, stumps, roots, rubbish, debris, and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed and for which other items of the Contract do not specify the removal thereof, including septic tanks, building foundations, and pipes.

Perform Standard Clearing and Grubbing within the following areas:

- (a) All areas where excavation is to be done, including borrow pits, lateral ditches, right-of-way ditches, etc.
- (b) All areas where roadway embankments will be constructed.
- (c) All areas where structures will be constructed, including pipe culverts and other pipe lines.

110.2.2 Depths of Removal of Roots, Stumps, and Other Debris: In all areas where excavation is to be performed, or roadway embankments are to be constructed, remove roots and other debris to a depth of 12 inches below the ground surface. Remove roots and other debris from all excavated material to be used in the construction of roadway embankment or roadway

base. Plow the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches. Completely remove and dispose of all stumps within the roadway right-of-way.

Remove all roots, etc., protruding through or appearing on the surface of the completed excavation within the roadway area and for structures, to a depth of at least 12 inches below the finished excavation surface.

Remove or cut off all stumps, roots, etc., below the surface of the completed excavation in borrow pits, material pits, and lateral ditches.

Within all areas where standard clearing and grubbing is to be performed, remove roots and other debris projecting through or appearing on the surface of the original ground to a depth of 12 inches below the surface, but do not plow or harrow these areas.

110.2.3 Trees to Remain: As an exception to the above provisions, where so directed by the Engineer, trim, protect, and leave standing desirable trees within the roadway area. Trim branches of trees extending over the area occupied by the roadway as directed, to give a clear height of 16 feet above the roadway.

110.2.4 Boulders: Remove any boulders encountered in the roadway excavation or found on the surface of the ground. When approved by the Engineer, place boulders in neat piles inside the right of way. The Contractor may stockpile boulders encountered in City-furnished borrow areas which are not suitable for use in the embankment construction within the borrow area.

110.3 Selective Clearing and Grubbing.

The Contractor shall remove and dispose of all vegetation, obstructions, etc., as provided above except that, where so elected, the Contractor may cut roots, etc., flush with the ground surface. Completely remove and dispose of stumps. Entirely remove undergrowth except in specific areas designated by the Engineer to remain for aesthetic purposes. Trim, protect, and leave standing desirable trees, with the exception of such trees as the Engineer may designate to be removed in order to facilitate right-of-way maintenance. Remove undesirable or damaged trees as so designated by the Engineer. Perform Selective Clearing and Grubbing only in areas so designated in the plans.

110.4 Protection of Property Remaining in Place.

Protect and do not displace property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, etc.

110.5 Removal of Buildings.

110.5.1 Parts to be Removed: Completely remove all parts of the buildings, including utilities, plumbing, foundations, floors, basements, steps, connecting concrete sidewalks or other pavement, septic tanks, and any other appurtenances, by any practical manner which is not detrimental to other property and improvements. Remove utilities to the point of connection to

the utility owner's cut-in. After removing the sewer connections to the point of cut-in, construct a concrete plug at the cut-in point, as directed by the Engineer, except where the utility owners may elect to perform their own plugging. Contact the appropriate utility companies prior to removal of any part of the building to ensure disconnection of services.

110.5.2 Removal by Others: Where buildings within the area to be cleared and grubbed are so specified to be removed by others, remove and dispose of any foundations, curtain walls, concrete floors, basements or other foundation parts which might be left in place after such removal of buildings by others.

110.6 Removal of Existing Structures.

110.6.1 Structures to be Removed: Remove and dispose of the materials from existing structures. Remove the following: (1) those structures, or portions of structures, shown in the plans to be removed; (2) those structures, or portions of structures, found within the limits of the area to be cleared and grubbed, and directed by the Engineer to be removed; (3) those structures, or portion of structures, which are necessary to be removed in order to construct new structures; and (4) other appurtenances or obstructions which may be designated in the Contract Documents as to be included in an item of payment for the work under this Article.

Notify the Florida Department of Environmental Protection (DEP) using DEP Form 62-257.900(1) "Notice of Asbestos Renovation or Demolition" at least 10 working days prior to the demolition or renovation of any structures, even if asbestos is not found on the project. Provide a copy of this Notice to the Engineer.

110.6.2 Method of Removal:

110-6.2.1 General: Remove the structures in such a way so as to leave no obstructions to any proposed new structures or to any waterways. Pull, cut off, or break off pilings to the requirements of the permit or other Contract Documents, or if not specified, not less than 2 feet below the finish ground line. In the event that the plans indicate channel excavation to be done by others, consider the finish ground line as the limits of such excavation. For materials which are to remain the property of the City or are to be salvaged for use in temporary structures, avoid damage to such materials, and entirely remove all bolts, nails, etc. from timbers to be so salvaged. Mark structural steel members for identification as directed.

110.6.2.2 Removal of Steel Members With Hazardous Coatings: Provide to the Engineer for approval a copy of the "Contractor's Lead in Construction Compliance Program" from the firm actually removing and disposing of these steel members before any members are disturbed.

Vacuum power tool clean any coated steel member to bare metal as defined by SSPC-SP11 a minimum of 4 inches either side of any area to be heated (torch cutting, sawing, grinding, etc.) in accordance with 29 CFR 1926.354. Abrasive blasting is prohibited.

Provide air-supplied respirators in accordance with 29 CFR 1926.62 and 29 CFR 1910.134.

110.6.3 Partial Removal of Bridges: On concrete bridges to be partially removed and widened, remove concrete by manually or mechanically operated pavement breakers, by concrete saws, by chipping hammers, or by hydro-demolition methods. Do not use explosives. Where concrete is to be removed to neat lines, use concrete saws or hydro-demolition methods capable of providing a reasonably uniform cleavage face. If the equipment used will not provide a uniform cut without surface spalling, first score the outlines of the work with small trenches or grooves. For all demolition methods, submit for review and approval of the Engineer, a demolition plan that describes the method of removal, equipment to be used, types of rebar splices or couplers, and method of straightening or cutting rebars. In addition, for hydro-demolition, describe the method for control of water or slurry runoff and measures for safe containment of concrete fragments that are thrown out by the hydro-demolition machine.

110.6.4 Authority of U.S. Coast Guard: For structures in navigable waters, when constructing the project under authority of a U.S. Coast Guard permit, the U.S. Coast Guard may inspect and approve the work to remove any existing structures involved therein, prior to acceptance by the City.

110.6.5 Asbestos Containing Materials (ACM) Not Identified Prior to the Work: When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer.

Make every effort to minimize the disturbance of the ACM. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Engineer who will coordinate with the City for assessment and/or remediation. The Contractor shall provide access to the potential contamination area. Preliminary investigation by the City will determine the course of action necessary for site security and the steps necessary to resolve the contamination issue.

The City or its designee will delineate the contamination area(s), any staging or holding area required. The Contractor shall coordinate with the City or its designee and the Engineer to develop a work plan that will provide the City's or its designee's operations schedule with projected completion dates for the final resolution of the contamination issue.

The City or its designee will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The City or its designee will be responsible for the health and safety of workers within the delineated areas. Provide continuous access to these areas for the Asbestos/CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

The Contractor and the City or its designee will use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant Contract Time extensions according to the provisions of the Contract Documents.

The Contractor will cooperate with the City or its designee to expedite integration of the remediation operations into the construction project. The Contractor is not expected to engage in routine construction activities involving asbestos-containing materials. Adjustments to quantities or to contract unit prices will be made according to work additions or reductions on the part of the Contractor in accordance with the Contract Documents.

The Engineer will direct the Contractor when operations may resume in the affected area.

110.7 Removal of Existing Pavement.

Remove and dispose of existing flexible asphalt pavement, rigid Portland Cement Concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter etc., where shown in the plans or ordered by the Engineer to be removed or where required because of the construction operations. Retaining walls, drainage structures and flexible asphalt pavement are not included in the work under this Article.

110.8 Ownership of Materials.

Except as may be otherwise specified in the Contract Documents, the Contractor shall take ownership of all buildings, structures, appurtenances, and other materials removed by him and shall dispose of them in accordance with Section 110.9.

110.9 Disposal of Materials.

110.9.1 General: Either stack materials designated to remain the property of the City in neat piles within the right-of-way or, if approved by the City, load onto the City's vehicles.

Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Local, State and Federal regulations. Do not block waterways by the disposal of debris.

110.9.2 Burning Debris: Where burning of such materials is permitted, perform all such burning in accordance with the applicable laws, ordinances, and regulations. Perform all burning at locations where trees and shrubs adjacent to the cleared area will not be harmed.

110.9.3 Timber and Crops: The Contractor may sell any merchantable timber, fruit trees, and crops that are cleared under the operations of clearing and grubbing for his own benefit, subject to the provisions of the Contract Documents, which may require that the timber, fruit trees, or crops be burned at or near the site of their removal, as directed by the Engineer. The Contractor is liable for any claims which may arise pursuant to the provisions of this Subarticle.

110.9.4 Disposal of Treated Wood: Treated wood, including that which comes from bridge channel fender systems, must be handled and disposed of properly during removal. Treated wood should not be cut or otherwise mechanically altered in a manner that would generate dust or particles without proper respiratory and dermal protection. The treated wood

must be disposed of in at least a lined solid waste facility or through recycling/reuse. Treated wood shall not be disposed by burning or placement in a construction and demolition (C&D) debris landfill. All compensation for the cost of removal and disposal of treated wood will be included in the Cost of Clearing and Grubbing.

110.9.5 Hazardous Materials/Waste: Handle, transport and dispose of hazardous materials in accordance with all Local, State and Federal requirements including the following:

- a. SSPC Guide 7
- b. Federal Water Pollution Control Act, and
- c. Resource Conservation and Recovery Act (RCRA).

The Contractor shall accept responsibility for the collection, sampling, classification, packaging, labeling, accumulation time, storage, manifesting, transportation, treatment and disposal of hazardous waste, both solid and liquid. Separate all solid and liquid waste and collect all liquids used at hygiene stations and handle as hazardous materials/waste. Obtain written approval from the Engineer for all hazardous materials/waste stabilization methods before implementation.

The Contractor shall obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposal of any hazardous materials/waste, listing the City as the generator of all hazardous materials/waste.

Submit the following for the Engineer's approval before transporting, treatment or disposal of any hazardous materials/waste:

- a. Name, address and qualifications of the transporter,
- b. Name, address and qualifications of the treatment facility, and
- c. Proposed treatment and/or disposal of all Hazardous Materials/Waste.

The Contractor shall transport all hazardous materials/waste in accordance with applicable 40 CFR 263 Standards and provide a copy of all completed Hazardous Materials/Waste manifest/bills of lading to the Engineer within 21 days of each shipment.

110.9.5.1 Steel Members With Hazardous Coating: Dispose of steel members with hazardous coating in one of the following manners:

- (a) Deliver the steel members and other hazardous waste to a licensed recycling or treatment facility capable of processing steel members with hazardous coating.
- (b) Deliver the steel members with hazardous coating to a site designated by the Engineer for use as an offshore artificial reef. Deliver any other hazardous materials/waste to a licensed hazardous materials/waste recycling treatment facility.

Dismantle and/or cut steel members to meet the required dimensions of the recycling facility, treatment facility, or offshore artificial reef agency.

All compensation for the cost of removal and disposal of hazardous materials/waste will be included in the Cost of Clearing and Grubbing.

110.9.5.2 Certification of Compliance: Furnish two copies of Certification of Compliance from the firm actually removing and disposing of the hazardous materials/waste stipulating, the hazardous materials/waste has been handled, transported and disposed of in accordance with this Specification. The Certification of Compliance shall be attested to by a person having legal authority to bind the company.

The Contractor shall maintain all records required by this Specification and ensure these records are available to the City upon request.

110.10 Miscellaneous Operations.

110.10.1 Water Wells Required to be Plugged: Fill or plug all water wells within the right-of-way, including areas of borrow pits and lateral ditches, that are not to remain in service, in accordance with applicable Water Management District rules or the Department of Environmental Protection regulations.

Cut off the casing of cased wells at least 12 inches below the ground line or 12 inches below the elevation of the finished excavation surface, whichever is lower. Water wells, as referred to herein, are defined either as artesian or non-artesian, as follows:

- (a) An artesian well is an artificial hole in the ground from which water supplies may be obtained and which penetrates any water-bearing rock, the water in which is raised to the surface by natural flow or which rises to an elevation above the top of the water-bearing bed. Artesian wells are further defined to include all holes drilled as a source of water that penetrate any water-bearing beds that are a part of the artesian water system of Florida, as determined by representatives of the applicable Water Management District.
- (b) A non-artesian (water-table) well is a well in which the source of water is an unconfined aquifer. The water in a non-artesian well does not rise above the source bed.

When the plans do not indicate whether a non-flowing well is artesian or non-artesian, obtain this information from the Engineer.

110.10.2 Landscape Areas: When certain areas of the right-of-way, outside of the limits of construction, are shown in the plans or designated by the Engineer to be landscaped, either under the construction Contract or at a later time, remove undesirable trees, stumps, undergrowth, and vegetation, as directed, and preserve and trim natural growth and trees as directed by the Engineer.

110.10.3 Leveling Terrain: Within the areas between the limits of construction and the outer limits of clearing and grubbing, fill all holes and other depressions, and cut down all mounds and ridges. Make the area of a sufficient uniform contour so that the City's subsequent

mowing and cutting operations are not hindered by irregularity of terrain. Perform this work regardless of whether the irregularities were the result of construction operations or existed originally.

110.10.4 Mailboxes: When the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Install the mailboxes in accordance with the FDOT Design Standards.

110.11 Method of Measurement and Payment.

110.11.1 Clearing and Grubbing: When direct payment is provided in the Contract, the quantity to be paid for will be the lump sum quantity to include clearing and grubbing, removal of existing pavement, plugging water wells, mailbox replacements, delivery of salvageable material to the City,

Price and payment will be full compensation for all clearing and grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other clearing and grubbing indicated, or required for the construction of the entire project, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract. Where construction easements are specified in the plans and the limits of clearing and grubbing for such easements are dependent upon the final construction requirements, no adjustment will be made in the lump sum price and payment, either over or under, for variations from the limits of the easement defined on the plans.

110.11.2 General: In each case, except as provided below, where no item of separate payment for such work is included in the proposal, all costs of such work will be included in the various scheduled items in the Contract, or under specific items as specified herein below or elsewhere in the Contract.

END OF SECTION 110

SECTION 355 – FIBER REINFORCED POLYMER WALKWAY

W-355.01 GENERAL

Design and construct a ditch maintenance access bridge at the location shown in the plans. The bridge will be used for occasional access by maintenance personnel to clean a bar screen which is in the ditch below the bridge. Said bar screen will be attached to the bridge and the bridge will act as its upper support. No equipment will be used on the bridge.

Contractor will provide fully designed and detailed plans and design calculations for a maintenance access bridge that provides a 4' clear width walkway, including the associated footers. A railing shall be provided on both sides. The bar screen shall be securely attached to the structure's side as shown in the plans. The bar screen connection details shall be provided such that rotation about the bridge's longitudinal access is permitted at the connection to the bridge. Design shall include a footing designed for the base of the bar screen connection to the ditch bottom.

Walkway shall be composed of Fiber Reinforced Polymer and comply with the following specifications. Alternate materials will be considered under conditions in Section W-355.13 below.

W-355.02 SPECIFICATIONS

1. Design:
 - American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, 6th Edition and all subsequent interims.
 - FDOT Structures Manual (January 2015 Edition) and Subsequent Structures Design Bulletins.
 - LRFD Guide Specifications for Design of Pedestrian Bridges, 2nd Edition, with 2015 Interim Revisions
 - AASHTO Guide Specifications for Design of FRP Pedestrian Bridges (2008).
 - FDOT Fiber Reinforced Polymer Guidelines, Volume 4, January 2016
2. FDOT Plans Preparation Manual
3. Governing Standards and Specifications:
 - Florida Department of Transportation, FY 2016-2017 Design Standards and Revised Index Drawings as appended herein, and July 2016 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents
 - City of Tampa Stormwater Technical Standards Manual for Public Development

W-355.03 DESIGNER QUALIFICATIONS

All design calculations and design details or any design changes must be signed and sealed by a professional engineer licensed in the State of Florida. Engineering design firms must comply with Rule 14-75 for minimum personnel and technical experience.

W-355.04 ENVIRONMENTAL CLASSIFICATION

The environmental conditions have not been tested.

Superstructure: assume moderately aggressive

Substructure: assume moderately aggressive

W-355.05 DESIGN METHODOLOGY

Load and Resistance Factor Design (LRFD) methodology. Limit states:

Superstructure: Strength, Service, Extreme and Fatigue limit states

Substructure: Strength and Service limit states

W-355.06 DESIGN LOADINGS

1. Dead Loads:
 - Unit Weight of Reinforced Concrete: 150 pcf
 - Railing: 40 plf (FDOT Index 870)
 - Bar screen:
 - Top Connection: 0.160 kip
 - Bottom Connection: 0.150 kip
2. Live Loads:
 - Pedestrian: 90 psf
 - Dynamic allowance is not considered
 - Hydraulic Loading: assume the bar screen is completely blocked and assume point loading at center span.
 - Top Bar Screen connection:
 - Horizontal loading: 0.150 Kip
 - Vertical loading: 0.400 kip
 - Bottom Bar Screen connection:
 - Horizontal loading: 0.080 Kip
 - Vertical loading: 0.200 kip

W-355.07 MATERIALS

Concrete:

Class of Concrete	Minimum 28-day Compressive Strength (psi)	Location of Concrete
II (Bridge Deck)	$f'_c = 4,500$	C.I.P. Concrete (Superstructure)
II	$f'_c = 3,400$	C.I.P. Concrete (Substructure, ditch)
IV	$f'_c = 8,500$	Prestressed Beams

Reinforcing:

- ASTM A615, Grade 60 deformed carbon-steel bar or
- ASTM A1064, Grade 75 deformed welded wire reinforcement (WWR)
- ASTM A955, Grades 60 or 75 or ASTM A276, UNS S31653 or S31803 (stainless steel)
- ASTM A276, UNS S30400 (stainless steel WWR)

Steel: Weathering steel is not permitted.

Structural elements: ASTM A709, Grade 36 or 50 (FDOT Specifications Section 962)

Fasteners:

- Stainless Steel Bolts: Furnish stainless steel bolts in accordance with ASTM F593 Type 316
- Stainless Steel Nuts: Furnish stainless steel nuts in accordance with ASTM F594 Type 316
- Stainless Steel Screws: Furnish stainless steel screws in accordance with ASTM F593, Type 305
- Stainless Steel Washers: Furnish stainless steel washers compatible with bolts, threaded rods and nuts. Torque nuts to 150 lb-ft. Keep thread on bolts, threaded bars

and nuts free from dirt, coarse grime and sand to prevent galling and seizing during tightening.

Timber: Timber materials are prohibited from use on the final structure

Fiber Reinforced Polymer: (FDOT Specifications Section 973)

Thermoset pultruded structural shapes (structural members and decking)

Follow FDOT Specifications Section 9.7.3-5

Follow ANSI code of standard practice, industry guidelines for fabrication and installation of pultruded FRP structures.

Vacuum infusion pultruded structural shapes (decking)

Follow FDOT Specifications section 9.7.3-4

Technical special provision for construction requirements in the project specification package based on ANSI Code of Standard Practice, Industry Guidelines for Fabrication and Installation of Pultruded FRP Structures.

Aluminum: FDOT Specifications Section 965 (railing per FDOT Index 870, except height will be 36", in lieu of 42")

W-355.08 GEOTECHNICAL

Classification: cohesionless (assumed fine sand)

Friction angle: 30° (assumed)

Unit weight: 50 pcf (assumed submerged)

N-blowcount: 15 (assumed)

W-355.09 DESIGN CRITERIA

Design Life: 75-years

Deflections:

Pedestrian load: span/500

Horizontal loading: span/500

Connections:

Field welding is not allowed.

Fastener criteria:

All structural connections shall be made of stainless steel hardware meeting the specifications in W-355.07.

Design bolted connections per AASHTO,LRFD.

Tubular steel connections:

Open-ended tubing is not acceptable. Tubular members and drain holes must be capped and fully sealed before field sections are bolted together.

All field splices shall be shop fit.

Through bolted connections shall be stiffened internally to ensure the tubular section is retained after final bolting.

Details shall promote water and debris dissipation from the structure.

Concrete Cover

C.I.P. Superstructure (top of slab)	2 ½"
C.I.P. Superstructure (except top of slab)	2"
C.I.P. Substructure (cast against earth and surfaces in contact with water)	4"
C.I.P Substructure (formed surfaces)	3"
Precast concrete external surfaces (superstructure)	2"
Precast concrete external surfaces (substructure)	3"

See FDOT Specification 415 for allowable tolerances. All dimensions pertaining to the location of reinforcing are to the centerline of reinforcing, except where the word clear or cover dimension is specified.

Charpy V-Notch: All structural fracture critical steel tension members shall be Charpy V-notch tested in accordance with ASTM A709. Minimum average energy shall be 15 ft-lb at 70°F.

Vibrations: The fundamental frequency without live load shall be greater than 3.0 Hz.

W-355.10 COATING (FDOT SPECIFICATION 975)

Steel: The final superstructure shall have a protective finish coating. Paint systems shall be in accordance with FDOT Specifications Section 560 and 975. Coatings are not required for the interior of tubular members. Galvanizing shall be in accordance with FDOT Specification Section 962-7. Galvanizers must be on the State Materials Office approved materials/producers list. Welding components after galvanizing is not permitted.

Concrete: Concrete shall receive a Class V finish and anti-graffiti coating on the sides and bottom of concrete superstructure elements. The top of the slab will receive a broom finish.

FRP: Provide ultra violet (U.V.) protective finish.

W-355.11 ASSEMBLY AND INSTALLATION

The contractor's specialty engineer is responsible for designing a falsework system capable of supporting portions of the superstructure during erection.

W-355.12 SHOP DRAWINGS

Contractor shall provide shop drawings of proposed maintenance access bridge with design calculations signed & sealed by a Professional Engineer licensed in the State of Florida.

W-355.13 ALTERNATE STRUCTURES

After the contract has been awarded, the Contractor may propose an alternative maintenance access bridge from the generic system presented in the Contract Documents. Any Contractor initiated alternate maintenance access bridge span option shall meet all of the requirements of Chapter 10 of the FDOT Structures Design Guidelines and be in compliance with and constructed in accordance with Section 460. Alternate maintenance access bridges shall meet all project specific restrictions and all aesthetic requirements of the project.

The Contractor shall submit signed and sealed calculations, revised plans and fully detailed shop drawings calculations signed & sealed by a Professional Engineer licensed in the State of Florida for the alternate span option to the Engineer for approval. The Contractor may initiate the alternates described herein without following the VECP process. All costs associated with the Contractor alternate option shall be borne by the Contractor.

* * *

SECTION 523 - FABRIC-FORMED CONCRETE DITCH LINING

W-523.01 General

This work shall include the furnishing of all labor, materials, equipment, services, and incidentals required for the placement of the fabric-formed concrete ditch lining 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 work shall consist of furnishing and installing an unreinforced concrete lining by positioning specially woven, double-layer synthetic forms and filter fabric on the surface to be protected and filling them with a pumpable, fine aggregate concrete (structural grout) in such a way as to form a stable lining of the required thickness, weight and configuration.

W-523.02 Technical Services

The Contractor shall retain the services of a manufacturer's representative to provide technical assistance in the field before and during construction of the fabric-formed concrete ditch lining specified herein. Any cost of these services shall be included in the cost of the fabric-formed concrete ditch lining contract item, and no separate nor additional payment will be made therefor.

W-523.03 Materials Requirements

A. Fine Aggregate Concrete:

Fine aggregate concrete shall be used to fill the fabric forms according to the manufacturer's instructions. Fine aggregate concrete shall consist of a proportioned mixture of Portland cement, fine aggregate (sand) and water. The consistency of the fine aggregate concrete delivered to the concrete pump shall be proportioned and mixed so as to have an efflux time of 9-12 seconds when passed through the 0.75 inch orifice of the standard flow cone that is described in ASTM C 939. Pozzolan, fluidifier or pumping aid conforming to this specification may be used at the option of the Contractor. The mix shall exhibit a compressive strength of 2000 lb/in² at 28 days, when made and tested in accordance with ASTM C31 and C39.

Portland cement shall conform to ASTM C 150, Type I or Type II.

Fine aggregate shall conform to ASTM C 33, except as to grading. Aggregate grading shall be reasonably consistent and shall not exceed the maximum size which can be conveniently handled with available pumping equipment.

Water for mixing shall be clean and free from injurious amounts of oil, acid, salt, alkali, organic matter or other deleterious substances.

Pozzolan, if used, shall conform to ASTM C 618, Class C, F, or N.

Plasticizing and air entraining admixtures, if used, shall conform to ASTM C 494 and ASTM C 260, respectively.

B. Fabric Forms:

The fabric forms shall be as specified, HYDROTEX™ Filter Point FP400 forms as manufactured by Synthetex LLC 5550 Triangle Parkway, Suite 220, Atlanta, GA 30092, Telephone 800 253-0561 (770-399-5051), or equal. The fabric forms shall be composed of synthetic yarns formed into a woven fabric. Yarns used in the manufacture of the fabric shall be composed of nylon and/or polyester. Forms shall be woven with a minimum of 50% textured yarns (by weight) to improve adhesion to fine aggregate concrete and to improve filtration. Partially-oriented (POY), draw-textured, or staple yarns shall not be used in the manufacture of the fabric. Each layer of fabric shall conform to the physical, mechanical and hydraulic requirements referenced herein. The fabric forms shall be free of defects or flaws which significantly affect their physical, mechanical, or hydraulic properties.

Fabric forms shall consist of double-layer woven fabric joined together by spaced, interwoven filter points to form a concrete lining with a finished average thickness of 4.0 inches, a nominal mass per unit area of 45 lb/ft² and a deeply cobbled surface appearance. After the form has been filled with fine aggregate concrete, the filter points shall be on approximately 8.0 inch spacing when measured along the diagonal. Filter points shall be formed by interweaving the double-layer fabric to form water permeable drains and attachment points for the control of concrete lining thickness. The interweaving of the fabric layers shall form an area of double density, high strength, single-layer fabric with an area of 2.0 in² and a perimeter of 6.5 inches. All filter points shall be cross shaped and shall have twill weave centers designed to function as drains to relieve hydrostatic uplift pressure.

Mill widths of fabric shall be a minimum of 76 inches. Each selvage edge of the top and bottom layers of fabric shall be reinforced for a width of not less than 1.35 inches by adding a minimum of 6 warp yarns to each selvage construction. Mill width rolls shall be cut to the length required, and the double-layer fabric separately joined, bottom layer to bottom layer and top layer to top layer, by means of sewing thread, to form multiple mill width panels with sewn seams on not less than 72 inch centers.

All factory-sewn seams shall be downward facing as shown on the manufacturer's standard drawings. All seams sewn in the factory shall be not less than 90 lbf/in when tested in accordance with ASTM D 4884. All sewn seams and zipper attachments shall be made using a double line of US Federal Standard Type 401 stitch. All stitches shall be sewn simultaneously and be parallel to each other, spaced between 0.25 inches to 0.75 inches apart. Each row of stitching shall consist of 4 to 7 stitches per inch. Thread used for seaming shall be nylon or polyester.

Baffles shall be installed at predetermined mill width intervals to regulate the distance of lateral flow of fine aggregate concrete. The baffle material shall be non-woven filter fabric. The grab tensile strength of the filter fabric shall be not less than 90 lbf when tested in accordance with ASTM D 4632.

The fabric forms shall be kept dry and wrapped such that they are protected from the elements during shipping and storage. If stored outdoors, they shall be elevated and protected with a waterproof cover that is opaque to ultraviolet light. The fabric forms shall be labeled as per ASTM D 4873, "Guide for Identification, Storage and Handling of Geosynthetic Rolls."

The Contractor shall submit a manufacturer's certificate that the supplied fabric forms meet the criteria of these Specifications, as measured in full accordance with the test methods and standards referenced herein. The certificates shall include the following information about each fabric form delivered:

- Manufacturer's name and current address
- Full product name
- Style and product code number
- Form number(s)
- Composition of yarns
- Manufacturer's certification statement

C. Filter Fabrics:

The filter fabrics shall be composed of synthetic fibers or yarns formed into a non-woven, 8 oz/SY fabric. Fibers and yarns used in the manufacture of filter fabrics shall be composed of at least 85% by weight of polypropylene, polyester or polyethylene. They shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including selvages. These materials shall conform to the physical requirements shown below. The filter fabric shall be free of defects or flaws which significantly affect its mechanical or hydraulic properties.

Property Requirements for Filter Fabric:

<u>Property</u>	<u>Test Method</u>	
Grab Tensile Strength	ASTMD4632	90 lbf
Elongation at Break	ASTMD4632	15%
Trapezoidal Tear Strength	ASTMD4533	30 lbf
Permittivity	ASTMD4491	0.5 sec·'

Conformance of filter fabrics to the above property requirements shall be based on ASTM D 4759, "Practice for Determining the Specification Conformance of Geotextiles". All numerical values above represent minimum average roll values (i.e. average of test results from any sample roll in a lot shall meet or exceed the minimum values). Lots shall be sampled according to ASTM D 4354, "Practice for Sampling of Geosynthetics for Testing."

W-523.04 Construction and Installation Requirements

A. Site Preparation:

Areas on which fabric forms are to be placed shall be constructed to the lines, grades, contours, and dimensions shown on the Contract Drawings. All existing concrete ditch lining, rubble, rocks, debris, designated trees and other obstructions such as roots and projecting stones shall be removed. Where such areas are below the design grades, they shall be brought to grade by placing compacted layers of select material. Each layer or lift of material shall be a maximum of 8 inches thick, and shall be compacted to 98 percent Modified Proctor density.

Excavation and preparation of aprons as well as anchor, terminal or toe trenches shall be done in accordance with the lines, grades, contours, and dimensions shown in the plans.

Immediately prior to placing the filter fabric and fabric forms, the prepared area shall be inspected by the Engineer, and no forms shall be placed thereon until the area has been approved.

B. Fabric Form Placement:

A fabric form shall be placed on the graded surface approved by the Engineer.

Fabric forms shall be placed over the filter fabric and within the limits shown on the plans. Anchoring of the fabric forms shall be accomplished through the use of anchor, terminal and toe trenches.

Adjacent fabric forms shall be joined before filling with fine aggregate concrete by field sewing or zippering the two bottom layers of fabric together and the two top layers of fabric together. All field seams shall be made using two lines of US Federal Standard Type 101 stitches. All sewn seams shall be downward facing, and all zipper seams shall be fastened as shown on the Contract Drawings, except with the approval of the Engineer.

When conventional joining of fabric forms is impractical or where called for on the Contract Drawings, adjacent forms may be overlapped a minimum of 3 feet to form a lap joint, pending approval by the Engineer. Based on the predominant flow direction, the downstream edge of the form shall overlap the upstream edge of the next form. In no case shall simple butt joints between forms be permitted.

Expansion joints shall be provided as shown in the plans, or as specified by the Engineer. Immediately prior to filling with fine aggregate concrete, the assembled fabric forms shall be inspected by the Engineer, and no fine aggregate concrete shall be pumped therein until the fabric seams have been approved. At no time shall the unfilled fabric forms be exposed to ultraviolet light (including direct sunlight) for a period exceeding five days.

C. Fine Aggregate Concrete Placement:

Following the placement of the fabric forms, small slits shall be cut in the top layer of the fabric form to allow the insertion of the filling pipe at the end of the fine aggregate concrete pump hose. These slits shall be of the minimum length to allow proper insertion of the filling pipe. Fine aggregate concrete shall be pumped between the top and bottom layers of fabric, filling the forms to the recommended thickness and configuration.

Fine aggregate concrete shall be pumped in such a way that excessive pressure on the fabric forms and cold joints are avoided. A cold joint is defined as one in which the pumping of the fine aggregate concrete into a given form is discontinued or interrupted for an interval of forty-five minutes or more.

Holes in the fabric forms left by the removal of the filling pipe shall be temporarily closed by inserting a piece of non-woven fabric or similar material. The non-woven fabric shall be removed when the concrete is no longer fluid and the concrete surface at the hole shall be cleaned and smoothed by hand. Foot traffic on the filled form shall be restricted to an absolute minimum for one hour after filling.

After the fine aggregate concrete has set, all anchor, terminal and toe trenches shall be backfilled and compacted, as specified by the Engineer.

* * *

SECTION 524 CONCRETE STABILIZATION MAT

W-524.01 General

This work shall include the furnishing of all labor, materials, equipment, services, and incidentals required for the placement of the concrete block erosion control mat 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 work shall consist of furnishing and installing a concrete block erosion control mat by positioning specially manufactured mats consisting of concrete blocks embedded into a high strength geogrid on the surface to be protected in such a way as to form a stable lining of the required thickness, weight and configuration.

W-524.02 Technical Services

The Contractor shall retain the services of a manufacturer's representative to provide technical assistance in the field before and during construction of the concrete block erosion control mat specified herein. Any cost of these services shall be included in the cost of the concrete block erosion control mat contract item, and no separate or additional payment will be made therefor.

W-524.03 Materials Requirements

Concrete block erosion control mat is manufactured from individual concrete blocks tied together with high strength polypropylene bi- axial geogrid. Each block is tapered, beveled and interlocked and includes connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement. The concrete block erosion control mat shall be as specified, Flexamat™ manufactured by Motz Enterprise, Inc., 3153 Madison Road, Cincinnati, Ohio 45209, or equal.

A. Concrete Blocks

Furnish blocks manufactured with concrete conforming to the cement requirements of ASTM C150 and to the aggregate requirements of ASTM C33. Meet a minimum compressive strength of 4,000 psi at 28 days. Furnish blocks that have a minimum weight of 3 lb. per block. Blocks shall be placed no further than 2 in. apart.

B. Polypropylene Bi-Axial Geogrid

Provide revetment mat that is constructed of a high tenacity, low elongating, and continuous filament polypropylene fibers that is securely cast into and embedded within the base of the concrete blocks and obtains connection strength greater than that of the geogrid. Ensure the geogrid meets the requirements of Table1:

**Table 1
Polypropylene Geogrid**

Description	Requirement
UV Stabilization	2% Carbon Black
Ultimate Tensile Strength	2000 lb./lf

C. Backing Material.

Concrete block erosion control mat shall include a backing material Curlex® II.

Curlex II erosion control blanket (ECB) consists of a specific cut of naturally seed free Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket is covered with degradable polypropylene netting.

<u>Index Property</u>	<u>Test Method</u>	<u>Value</u>
Thickness	ASTM D 6525	0.418 in (10.62 mm)
Light Penetration	ASTM D 6567	34.6% Resiliency
	ASTM D 6524	64%
Mass per Unit Area	ASTM D 6475	0.57 lb/yd ² (309 g/m ²)
MD-Tensile Strength Max.	ASTM D 6818	127.0 lb/ft (1.9 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	50.9 lb/ft (0.7 kN/m)
MD-Elongation	ASTM D 6818	28.64%
TD-Elongation	ASTM D 6818	29.84%
Swell	ECTC Procedure	89%
Water Absorption	ASTM D 1117/ECTC	199%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 6.84 @ 2 in/hr ^{2,3}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.19 @ 4 in/hr ^{2,3}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.56 @ 6 in/hr ^{2,3}
Bench-Scale Shear	ECTC Method 3	2.6 lb/ft ² @ 0.5 in soil loss ³
Germination Improvement	ECTC Method 4	645%

¹ Weight is based on a dry fiber weight basis at time of manufacture. Baseline moisture content of Great Lakes Aspen excelsior is 22%.

² SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. ³ Bench-scale index values should not be used for design purposes.

Cover the mat or otherwise protect it during long periods of storage to protect against degradation of the backing material as recommended by the manufacturer. Mats will be rolled for shipment and are packaged with handling straps. These handling straps shall only be used for lifting below 2 ft. as a means to place heavy duty lifting straps under rolls. Upon delivery, rolls may be left exposed for up to 30 days. If exposure will exceed 30 days, cover or place a tarp over the rolls to minimize UV exposure.

All mats to be inspected upon delivery. Assure that all units are sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Chipping or missing concrete resulting in a weight loss exceeding 15% of the average weight of a concrete unit is grounds for rejection by the engineer. Replace, repair or patch the damaged areas per the manufacturer's recommendations.

W-524.04 Equipment.

Provide the proper equipment to place the mat that will not damage the mat material or disturb the top soil subgrade and seed bed.

W-524.05 Construction

Prior to installing the concrete block erosion control mat, prepare the subgrade as detailed in the plans. All subgrade surfaces to be smooth and free of all rocks, stones, sticks, roots, and other protrusions or debris of any kind that would result in an individual block being raised more than 3/4 in. above the adjoining blocks. When seeding is shown on the plans, provide subgrade material that can sustain growth.

Ensure the prepared subgrade provides a smooth, firm, and unyielding foundation for the mats. The subgrade shall be graded into a parabolic or trapezoidal shape in order to concentrate flow to middle of mat or mats.

When vegetation is required, distribute seed on the prepared topsoil subgrade before installation of the concrete mats in accordance with the specifications.

Install mats to the line and grade shown on the plans and according to the manufacturer's guidelines. The manufacturer or authorized representative will provide technical assistance during the slope preparation and installation of the concrete block mats as needed.

Provide a minimum 18 in. deep concrete mat embedment toe trench at all edges exposed to concentrated flows. Recess exterior edges, subject to sheet flow, a minimum of 3 in.

When needed, provide fastening or anchoring as recommended by the manufacturer or engineer for the site conditions.

For seams parallel to the flow line in ditch or channel applications, center a minimum 3 ft. wide strip of soil retention blanket under the seam. Fasten along the seam at 5 ft. maximum spacing. Parallel seams in the center of the ditch shall be avoided when possible.

Shingle seams perpendicular to the flow line with the downstream mat recessed a minimum of 2 blocks under the upstream mat and fastened together along the seam at 2 ft. maximum spacing if required by manufacturer or engineer.

* * *

SECTION 548- STACKED BLOCK 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.

* * *

CONTRACT ITEMS

CONTRACT ITEM 0100-1 – CONTINGENCY

The Contingency is to be used at the discretion of the Engineer to adjust for any quantity overruns and/or unforeseen conditions. Payment shall be made as a lump sum and any payment for the contingency pay item will need prior approval by the Engineer. The Engineer may request a cost estimate for a contingency item from the Contractor prior to construction. No contingency funds shall be disbursed, if there are no contingency items.

Payment for Contingency Item will be made at the appropriate Contract Lump Sum Price.

CONTRACT ITEM 0101-1 -- MOBILIZATION

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 of the construction area; provide, install, and remove project signs; 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 Tampa Agreement 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 0102-1 -- 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 0104-1 -- FLOATING TURBIDITY BARRIER

The Contractor shall furnish all labor, equipment, and materials to install floating turbidity barrier as shown on the Plans or directed by the Engineer. The work includes furnishing and installing Engineer's approved floating turbidity barrier, maintaining and replacing any floating turbidity barrier installed, and the removal and disposal of any floating turbidity barrier installed at the end of the work order.

Payment for Floating Turbidity Barrier shall be made at the appropriate Contract Item Lump Sum.

CONTRACT ITEM 0110-1 – CLEAR AND GRUB

The Contractor shall furnish all labor, materials, services, equipment and appurtenances to Clear and Grub the area and properly dispose of material off site within the limits of construction as shown in the Contract Drawings.

The Clear and Grub work includes, but is not limited to, the following: removal of top layer of soil and grass, trees smaller than 5 inches DBH, brush, shrubs, landscaping, stumps, trash, debris, concrete linings, fabric formed concrete, and other material as stated in Workmanship and Materials 110 - Clear and Grub or as noted on the Contract Plans.

Clear and Grub will be made at the appropriate Contract Unit Price per square yard of area disturbed.

CONTRACT ITEM 0142-1 – IMPORT SELECT SOIL

The Contractor shall furnish, from sources other than excavations under the Contract, transport, place, and compact select fill as necessary and not specifically included under other Contract Items. Select fill shall be as defined under the Workmanship and Materials Section 2 - Backfilling.

The work does not include transporting, placing, and compacting approved surplus fill from excavations or grading under Contract Item 142-2. The Contractor shall use all such approved surplus fill available from excavations or grading under this Contract prior to importing select fill from other sources.

Fill material 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.

Payment for Imported Select Soil, ordered by the Engineer in writing, will be made at the Contract Unit Price per cubic yard of soil fill material and a cubic yard per truckload mutually agreed upon prior to import of said soil.

CONTRACT ITEM 0142-2 – GRADING OF DITCH SLOPES

The Contractor shall furnish all labor, materials, services, equipment and appurtenances to grade, shape, and recontour the ditch banks and bottom within the limits of construction as shown in the Contract Drawings prior to placement of proposed stabilization material.

The work includes transporting, placing, and compacting approved surplus fill from excavations or grading from construction areas under the Contract. The Contractor shall use all such approved surplus fill available from excavations or grading under this Contract prior to importing select fill from other sources. The work includes grading, shaping and recontouring the ditch bank slopes to elevations shown on the Plans. At sites where plans are not provided, ditch bottom and side slopes will be restored to match grades consistent with those of the ditch upstream and downstream.

Payment for Grading of Ditch Slopes will be made at the Contract Unit Price per square yard of ditch bottom and side slope prepared for installation of stabilization material..

CONTRACT ITEM 0350 SERIES – CONCRETE WORK

0350-10	Concrete Flume
0350-20	Concrete Footers

The Contractor shall furnish all labor, equipment and materials to construct the concrete flume, footers, and appurtenant work as shown on the Contract Plans, specified, and directed by the Engineer.

The concrete shall conform to the requirements of the FDOT Specification 346, except Section 346.6.1. The Concrete Flume shall conform to FDOT Index 283.

The work includes all excavation, formwork, shoring, bracing, filling, shaping, grading, steel reinforcement, fasteners, and all appurtenant work complete in place.

The quantity of Concrete Flume to be measured for payment shall be the number of square feet of flume constructed as shown on the Contract Plans, or as specified and directed by the Engineer.

Payment for Concrete Footers will be made at the Contract Item Unit Price per lump sum.

CONTRACT ITEM 0355-10 – FIBERGLASS REINFORCED PLASTIC WALKWAY

The Contractor shall furnish all materials, equipment, and appurtenant fasteners to provide and install a Fiberglass Reinforced Plastic Walkway as shown on the Plans, specified, and directed by the Engineer.

Contractor will verify all dimensions of the footers and walkway and advise Engineer of incorrect information prior to the manufacturing the walkway and construction of the footers, if necessary. Handrails shall conform to FDOT Index 870.

The work includes all excavation; backfilling; bedding; sheeting; shoring; lifting equipment; bracing; dewatering; handrails, grating, formwork; concrete work and reinforcing; cutting holes in existing structure; and protection of adjacent facilities, and all appurtenant work, complete and in place. Work for the Fiberglass Reinforced Plastic Walkway will include all delivery and placement costs, including cranes and rigging, and installation of handrails.

Payment for Fiberglass Reinforced Plastic Walkway will be made at the appropriate Contract Item Lump Sum.

CONTRACT ITEM 0426-10 – RELOCATION OF BAR SCREEN

The Contractor shall furnish all materials, equipment, and appurtenant fasteners to remove existing bar screen from its current location, transport it to the new location and install it as shown on the Plans, specified, and directed by the Engineer.

Contractor will verify all dimensions of the existing bar screen prior to construction of the footers and removal of the bar screen and advise Engineer of incorrect information prior to the placement of the footer, if necessary.

The work includes all excavation; backfilling; bedding; sheeting; shoring; lifting equipment; bracing; dewatering; formwork; concrete work and reinforcing; cutting holes in existing structure; and protection of adjacent facilities, and all appurtenant work, complete and in place.

Payment for Relocation of Bar Screen will be made at the appropriate Contract Item Lump Sum.

CONTRACT ITEM 0523-10 --FABRIC FORMED CONCRETE

The Contractor shall furnish all materials, labor and equipment, to construct and install the Fabric Formed Concrete as shown on the Contract Drawings, specified, and directed by the Engineer.

All fabric formed concrete shall be manufactured and installed in accordance with the requirements of the respective Workmanship and Materials sections.

The work includes backfill; sheeting; shoring; by-pass pumping; dewatering; bedding; footers; making all pipe connections; saw cutting; grouting; concrete; fabric underlayment; compaction; trenching; anchors; sealants; protection and trimming of trees and shrubs; protection of existing structures; and all other work incidental to the installation of fabric formed concrete as shown on the Contract Documents, or directed by the Engineer.

The quantity of fabric formed concrete, in square yards, to be measured for payment shall be the actual surface area covered by the material used in the work, as shown, specified and directed.

Payment for Fabric Formed Concrete shall be made at the appropriate Contract Item Unit Price per square yard installed per the Contract Items listed above

CONTRACT ITEM 0525-10 --CONCRETE STABILIZATION MAT

The Contractor shall furnish all materials, labor and equipment, to construct and install the Concrete Stabilization Mat shown on the Contract Drawings, specified, and directed by the Engineer.

All concrete stabilization mat shall be manufactured and installed in accordance with the requirements of the respective Workmanship and Materials sections.

The work includes backfill; sheeting; shoring; by-pass pumping; dewatering; bedding; footers; making all pipe connections; saw cutting; grouting; concrete; fabric underlayment; grass seeding; compaction; trenching; anchors; sealants; protection and trimming of trees and shrubs; protection of existing structures; and all other work incidental to the installation of concrete stabilization mat as shown on the Contract Documents, or directed by the Engineer.

The quantity of concrete stabilization mat, in square yards, to be measured for payment shall be the actual surface area covered by material used in the work, as shown, specified and directed.

Payment for Concrete Stabilization Mat shall be made at the appropriate Contract Item Unit Price per square yard installed per the Contract Items listed above

CONTRACT ITEM 0526-20 –TURF REINFORCEMENT MAT

The Contractor shall furnish all materials, labor and equipment, to construct and install the Turf Reinforcement Mat as shown on the Contract Drawings, specified, and directed by the Engineer.

All turf reinforcement mat shall be manufactured and installed in accordance with the requirements of the respective Workmanship and Materials sections.

The work includes backfill; sheeting; shoring; by-pass pumping; dewatering; bedding; making all pipe connections; concrete; compaction; trenching; staples; anchors; sealants; protection and trimming of trees and shrubs; protection of existing structures; and all other work incidental to the installation of turf reinforcement mat as shown on the Contract Documents, or directed by the Engineer.

The quantity of turf reinforcement mat, in square yards, to be measured for payment shall be the actual surface area covered by material used in the work, as shown, specified and directed.

Payment for Turf Reinforcement Mat shall be made at the appropriate Contract Item Unit Price per square yard installed per the Contract Items listed above

CONTRACT ITEM 0530-15 – RUBBLE RIP-RAP

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, disposal of surplus excavated material, and all incidentals, complete and in place.

Payment for Rubble Riprap shall be made at the appropriate Contract Item Unit Price per cubic yard installed.

CONTRACT ITEM 0548-10 –STACKED BLOCK RETAINING WALL

The Contractor shall furnish all materials, labor and equipment, to construct and install the Stacked Block Retaining Wall as shown on the Contract Drawings, specified, and directed by the Engineer.

All stacked block retaining wall shall be manufactured and installed in accordance with the requirements of the respective Workmanship and Materials sections.

The work includes backfill; sheeting; shoring; by-pass pumping; dewatering; bedding; footers; making all pipe connections; saw cutting; grouting; concrete; fabric underlayment; compaction; trenching; anchors; sealants; protection and trimming of trees and shrubs; protection of existing structures; and all other work incidental to the installation of stacked block retaining wall as shown on the Contract Documents, or directed by the Engineer.

The quantity of stacked block retaining wall, in square feet, to be measured for payment shall be the actual surface area of material used in the work, as shown, specified and directed. The unit price for Stacked Block Retaining Wall shall include the cost of the footer.

Payment for Stacked Block Retaining Wall shall be made at the appropriate Contract Item Unit Price per square feet of wall installed per the Contract Items listed above

CONTRACT ITEM 0550 -- FENCING

0550-1 – 6 foot Wood Privacy Fence

0550-2 – Removal of Existing Fence and Installation of Temporary Fence

The Contractor shall furnish all labor, equipment, and materials to remove and dispose of old fence and install and maintain all new fence, and appurtenant work as shown on the Contract Plans, or as specified and directed by the Engineer.

Removal and installation of fencing shall include, but not be limited to, all post, wires, fabric, top and bottom bars, concrete, excavation, filling, disposal fees, hauling, and other appurtenant work complete in place. Fencing intended to be reused, if approved by the Engineer, shall be stored in a safe location and protected from damage or theft. The cost of installing the reused fence will be considered as the cost of installing a temporary fence. Temporary fence will be used to replace the existing fencing, if required, during the duration of the construction activities and cost should include the rental fee, if any, erection and removal of fence.

The length of Privacy Fence or Temporary Fence to be measured for payment will be the actual length of fencing removed and installed, including any gates, in areas

designated on the plans or directed by the Engineer.

Payment of Privacy Fence and Temporary Fence will be made at the Contract Item Unit Price per linear foot of fence installed or removed.

CONTRACT ITEM SERIES 0570 – LANDSCAPING

- 0570-01 Sod
- 0570-02 Grass Seeding
- 0570-03 Landscaping

The Contractor shall furnish all labor, equipment, and materials to install and maintain all sod, grass seed, landscaping and appurtenant work as shown on the Contract Plans, or as specified and directed by the Engineer.

All sod work under this series shall conform to Workmanship and Materials Section 17 Lawn Replacement.

The work includes all excavation, filling, shaping, grass seed, sod, anchors, pins, staples, grading, mulch, fertilizer, soil amendments, water, mowing, and other appurtenant work complete in place.

The amount of Sod and Grass Seeding to be measured for payment will be the actual area of sod or grass seed placed within the work area as shown on the Contract Plans, or directed by the Engineer. Landscaping will be all plant replacement shown on the Contract Documents, or directed by the Engineer.

Payment of Sod and Grass Seeding will be made at the Contract Item Unit Price per square yard of Sod or Grass Seeding installed and Landscaping will be made at the lump sum.

END OF SECTION