

CITY OF
TAMPA, FLORIDA

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

FOR

Contract 19-C-00046

**46th Street from SR 580 (Busch Blvd) to SR 582
(Fowler Ave) Bike Lane/Sidewalk**

437246-1-58-01

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

JUNE 2020

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

BID NOTICE MEMO

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

CONTRACT NO.: 19-C-00046; 46th Street Walk – Bike Path – FDOT LAP 437246-1

BID OPENING: 1:30PM, Tuesday, July 14, 2020 **ESTIMATE:** \$ 1,773,533.00 **SCOPE:** Maintenance of traffic, roadway, signing and pavement markings, signalization, utilities adjustments/relocations and all associated work required for a complete project in accordance with the Contract Documents.

Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602.

To view the Bid Opening follow these instructions:
To join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/173279197>

You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)
United States: +1 (646) 749-3131 - One-touch: tel:+16467493131,,173279197#

Access Code: 173-279-197

Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com
Meeting ID: 173 279 197 Or dial directly: 173279197@67.217.95.2 or 67.217.95.2##173279197

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/173279197>

In accordance with the Americans with Disabilities Act (“ADA”) and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in this public hearing or meeting should contact the City of Tampa’s ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <http://www.tampagov.net/ADARequest>.

Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled public hearing or meeting.

Plans and Specifications and Addenda for this work may be examined at, and downloaded from, www.demandstar.com.
Files are also available at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>.

Email Questions to: contractadministration@tampagov.net .

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA

Contract 19-C-00046; 46th Street from SR 580 (Busch Blvd) to SR 582 (Fowler Ave) Bike Lane/Sidewalk

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., Tuesday, July 14, 2020, 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 maintenance of traffic, roadway, signing and pavement markings, signalization, utilities adjustments/relocations with all associated work required for a complete project in accordance with the Contract Documents.

A contractor must be pre-qualified in accordance with Rule Chapter 14-22 on the date of the Bid Opening or provide sufficient evidence of qualifications within ten (10) days thereof. Work classes applicable to this project include 7-Drainage, 10-Flexible Paving, 38-Roadway Signing, 39-Traffic Signals, 40-Curbs, Driveways, Concrete Traffic Separator, Milling, Handrails. All bidders must provide Certification of Current Capacity and Status of Contracts on Hand on the day of Bid Opening.

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

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

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

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

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

Pursuant to Section 2-282, City of Tampa Code, during the solicitation period, including any protest and/or appeal, NO CONTACT with City officers or employees is permitted from any bidder or proposer, other than as specifically stated in this solicitation and as follows:

Director of the Contract Administration Department (CAD)
Contracts Management Supervisor, Jim Greiner
Contract Officer, Jody Gray
City legal department

Any Requests For Information must be submitted by email to ContractAdministration@tampagov.net

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.

Bidders are hereby notified that in any contract entered into pursuant to this notice, disadvantaged (DBE's), women or minority business enterprises (DBE's) will be afforded full opportunity to bid and will not be discriminated against on the grounds of race, religion, sex, color or national origin in consideration for an award.

Technical questions - contractadministration@tampagov.net
(Budget: \$2,175,252)

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the 46th Street from SR 580 (Busch Blvd) to SR 582 (Fowler Ave) Bike Lane/Sidewalk 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. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

I-1.04 INSTRUCTIONS TO BIDDERS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.05 TIME FOR COMPLETION:

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

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 0 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 \$1,690 per calendar day.

I-1.07 BASIS OF AWARD OF CONTRACT:

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

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

INSTRUCTIONS TO BIDDERS
SECTION 1 – SPECIAL INSTRUCTIONS

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

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

THE CHECKED BOX INDICATES SECTION THAT APPLIES TO THIS BID.

SUBCONTRACTING GOAL – (WMBE and SLBE)

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

Project Goal(s): _____% **U-WMBE (Underutilized Woman and Minority Business Enterprise) (EBO Program)**
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)
_____% **SLBE (Small Local Business Enterprise) (EBO Program) only City-certified SLBEs**
_____% **U-WMBE/SLBE Combined (EBO Program)**
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE) together with City-certified SLBEs
_____% **WMBE/SLBE ASPIRATIONAL (EBO Program)** An all-inclusive SLBE/WMBE goal; any City certified firm counts towards goal attainment.

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

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

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

SUBCONTRACTING GOAL – (DBE) FDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

FDOT must maintain a statewide database of all firms that are participating or attempting to participate in FHWA-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FHWA-assisted projects, including both DBEs and non-DBEs. The Bid Opportunity List is used to record bidders' information for all subcontractors or sub consultants who submitted bids to primes. All contractors must enter their bid opportunity information in the Equal Opportunity Compliance (EOC) System <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm> within 3 business days of submission of the bid or Proposal for all subcontractors or subconsultants who quoted bids for FHWA-assisted projects.

Note: All new Primes submitting a bid will need to apply for an EOC UserID and Password, <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm> The FDOT LAP Contract Number for this project is _____.

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.

I-1.11 CONTRACT EXCLUSIONS:

Contractor purchased equipment for State or local ownership is expressly excluded from this Contract.

Local hiring preference is expressly excluded from this Contract.

Owner force account contracting is expressly excluded from this Contract.

Public agencies in competition with the private sector are expressly excluded from this Contract.

Publicly-owned equipment is expressly excluded from this Contract.

Salvage credits are expressly excluded from this Contract.

State or local preferences are expressly excluded from this Contract.

Nothing in the contract is to be construed as limiting the Proposal to domestic-owned contractors only. The Proposal does not include the Florida orders on business with Syria, Cuba, Iran, and Sudan.

I-1.12 STANDARDIZED CHANGED CONDITIONS

23 CFR 635.109 is included by reference and is applicable where not already covered by the agreement.

I-1.13 BID SECURITY:

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

I-1.14 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-1.15 AGREEMENT

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

Add the following:

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

Article 2.05 CITY'S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

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

SECTION 7 – Agreement, Article 7.02(3), Add the following to the end of the first sentence "as specified in the Rental Rate Blue Book"

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

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

SECTION 10 – PAYMENTS, Article 10.05, Page A-10, 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..."

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

SECTION 11 – MISCELLANEOUS PROVISIONS, Article 11.02, Page A-12, 1st Paragraph, 2nd Sentence:
Delete the 2nd Sentence in its entirety and replace it with the following new 2nd Sentence:

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

SECTION 11 – MISCELLANEOUS PROVISIONS, Article 11.03, Page A-12:
Delete Article 11.03 in its entirety and replace with the following new article:

ARTICLE 11.03 INTENTIONALLY OMITTED.

SECTION 11 – MISCELLANEOUS PROVISIONS, Article 11.07, Page A-12:
Delete Article 11.07 in its entirety and replace with the following new article:

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

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

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

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

Contractor agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of Contractor in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Contractor's actions. In reviewing, approving or rejecting any submissions by Contractor or other acts of Contractor, the City in no way assumes or shares any responsibility or liability of Contractor or any tier of subcontractor/subconsultant/supplier, under this Contract.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

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

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

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

- I-1.16 Contractors must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the Contract to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Contractor to perform work pursuant to the contract.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.17 SCRUTINIZED COMPANIES CERTIFICATION.

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

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

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

I-1.18 PAYMENT DISPUTE RESOLUTION

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

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 CONFLICT OF INTEREST

The Contractor shall comply with the following provision, and shall include, and require its subcontractors to include in each subcontract the following provision: No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.21 INDEMNIFICATION

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the City for the negligent acts or omissions of the City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

I-1.22 s.20.055 (5) Florida Statutes

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

INSTRUCTIONS TO BIDDERS

SECTION 2 GENERAL INSTRUCTIONS

I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

I-2.02 FORM, PREPARATION AND PRESENTATION OF PROPOSALS

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

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

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

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

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

I-2.03 ADDENDA AND INTERPRETATIONS

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

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

I-2.04 BID SECURITY

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

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

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

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

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

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

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

I-2.05 LAWS AND REGULATIONS

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

I-2.06 PUBLIC CONSTRUCTION BOND

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

I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS

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

Bidders who are nonresident corporations shall furnish to the City a

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

I-2.08 REJECTION OF PROPOSALS

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

I-2.09 QUANTITIES ESTIMATED ONLY

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

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

I-2.10 COMPARISON OF PROPOSALS

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

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

I-2.11 BASIS OF AWARD

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

I-2.12 INSURANCE REQUIRED

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

I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

I-2.15 LABOR STANDARDS

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

I-2.16 NOTICE TO LABOR UNIONS

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

I-2.17 NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

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

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

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

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

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

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

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

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

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

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

¹ "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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.

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.

**WALK-BIKE LAP PROJECT-46TH ST FROM SR 580 (E BUSCH BLVD) TO SR 582 (E FOWLER AVE)
 FPID 437246-1-58-01/City Contract No. 19-C-00046 City of Tampa-Hillsborough County**

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
0101 1	MOBILIZATION	LS	1	One Hundred Eighty Six Thousand Eight Hundred and Fifty Six Dollars		\$186,856.00
0102 1	MAINTENANCE OF TRAFFIC	LS	1	One Hundred Seventy Three Thousand and Fifteen Dollars		\$173,015.00
0999 25	INITIAL CONTINGENCY, DO NOT BID	LS	1	Fifty Thousand Dollars		\$50,000.00
425.1	CITY OF TAMPA TYPE 1 CURBINLET	EA	3		\$	\$
425.2	CITY OF TAMPA TYPE 2 CURBINLET	EA	1		\$	\$
425.3	CITY OF TAMPA TYPE 3 CURBINLET	EA	1		\$	\$
425.4	CITY OF TAMPA TYPE E DITCH BOTTOM INLET	EA	1		\$	\$
425.5	CITY OF TAMPA TYPE H DITCH BOTTOM INLET	EA	1		\$	\$
425.6	CITY OF TAMPA TYPE T DITCH BOTTOM INLET	EA	15		\$	\$
0102104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED	920		\$	\$
0102107 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED	920		\$	\$
0104 10 3	SEDIMENT BARRIER	LF	5530		\$	\$
0104 18	INLET PROTECTION SYSTEM	EA	53		\$	\$
0107 1	LITTER REMOVAL	AC	100.509		\$	\$
0107 2	MOWING	AC	100.509		\$	\$
0110 1 1	CLEARING & GRUBBING	AC	3.178		\$	\$
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	2987		\$	\$
0110 7 1	MAILBOX, F&I SINGLE	EA	11		\$	\$
0120 1	REGULAR EXCAVATION	CY	55		\$	\$
0160 4	TYPE B STABILIZATION	SY	5078		\$	\$
0285709	OPTIONAL BASE, BASE GROUP 09	SY	1662		\$	\$
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	22301		\$	\$
0327 70 10	MILLING EXIST ASPH PAVT, 5" AVG DEPTH	SY	38		\$	\$
0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	144.2		\$	\$
0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-2	TN	1980.6		\$	\$
0350 3 7	PLAIN CEMENT CONCRETE PAVEMENT, 9"	SY	110		\$	\$
0425 2 61	MANHOLES, P-8, <10'	EA	2		\$	\$

**WALK-BIKE LAP PROJECT-46TH ST FROM SR 580 (E BUSCH BLVD) TO SR 582 (E FOWLER AVE)
 FPID 437246-1-58-01/City Contract No. 19-C-00046 City of Tampa-Hillsborough County**

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
0425 5 1	MANHOLE, ADJUST, UTILITIES	EA	15		\$	\$
0425 6	VALVE BOXES, ADJUST	EA	49		\$	\$
0430175112	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 12"S/CD	LF	4		\$	\$
0430175115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD	LF	12		\$	\$
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	301		\$	\$
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	116		\$	\$
0430175218	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD	LF	179		\$	\$
0430175230	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 30"S/CD	LF	4		\$	\$
0430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	1		\$	\$
0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	35		\$	\$
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	2210		\$	\$
0520 2 4	CONCRETE CURB, TYPED	LF	380		\$	\$
0520 2 8	CONCRETE CURB, TYPE RA	LF	116		\$	\$
0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH	SY	51		\$	\$
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1439		\$	\$
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	6311		\$	\$
0523 1	PATTERNED PAVEMENT, VEHICULAR AREAS	SY	136		\$	\$
0524 1 2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	71		\$	\$
0527 2	DETECTABLE WARNINGS	SF	632		\$	\$
0528 1	DIRECTIONAL INDICATOR	SY	96		\$	\$
0536 73	GUARDRAIL REMOVAL	LF	150		\$	\$
0550 10248	FENCING, TYPE B, 7.1-8.0, RESET EXISTING	LF	468		\$	\$
0570 1 2	PERFORMANCE TURF, SOD	SY	7013		\$	\$
200-Roadway				SUBTOTAL A	\$	\$

**WALK-BIKE LAP PROJECT-46TH ST FROM SR 580 (E BUSCH BLVD) TO SR 582 (E FOWLER AVE)
 FPID 437246-1-58-01/City Contract No. 19-C-00046 City of Tampa-Hillsborough County**

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	42		\$	\$
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1		\$	\$
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	2		\$	\$
0700 1 60	SINGLE POST SIGN, REMOVE	AS	8		\$	\$
0700 3401	SIGN PANEL, INSTALL, UP TO 12 SF	EA	6		\$	\$
0700 3601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	6		\$	\$
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1		\$	\$
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	613		\$	\$
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND	LF	910		\$	\$
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 G	GM	0.037		\$	\$
0711 11143	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 12" FO	GM	0.026		\$	\$
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4		\$	\$
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5		\$	\$
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL O	LF	174		\$	\$
0711 14123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWAL	LF	275		\$	\$
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWAL	LF	217		\$	\$
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	61		\$	\$
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.825		\$	\$
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.774		\$	\$
300-Signing & Pavement Markings					SUBTOTAL B	\$

**WALK-BIKE LAP PROJECT-46TH ST FROM SR 580 (E BUSCH BLVD) TO SR 582 (E FOWLER AVE)
 FPID 437246-1-58-01/City Contract No. 19-C-00046 City of Tampa-Hillsborough County**

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
0630 2 11	CONDUIT, FURNISH & INSTALL, OPENTRENCH	LF	60		\$	\$
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	230		\$	\$
0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH	PI	1		\$	\$
0632 7 6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	1		\$	\$
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	14		\$	\$
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	3		\$	\$
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4		\$	\$
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO RE	AS	2		\$	\$
0654 2 22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOL	AS	10		\$	\$
0660 2 101	LOOP ASSEMBLY- F&I, TYPE A	AS	4		\$	\$
0660 2 106	LOOP ASSEMBLY, F&I, TYPE F	AS	4		\$	\$
0665 1 12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	4		\$	\$
0665 1 60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	2		\$	\$
0670 5 110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	1		\$	\$
0670 5 600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CAB	AS	1		\$	\$
0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD M	EA	4		\$	\$
500-Signalization						SUBTOTAL C
						\$

**WALK-BIKE LAP PROJECT-46TH ST FROM SR 580 (E BUSCH BLVD) TO SR 582 (E FOWLER AVE)
FPID 437246-1-58-01/City Contract No. 19-C-00046 City of Tampa-Hillsborough County**

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1.	CONNECTION TO TECO ENERGY POWER METER	EA	1		\$	\$
2.	TREE BUBBLERS 1 GPM - RAINBIRD 1402	EA	114		\$	\$
3.	3/4" PVC FLEX PIPE	LF	250		\$	\$
4.	3/4" PVC SCH 40 PIPE	LF	235		\$	\$
5.	1" PVC SCH 40 PIPE	LF	235		\$	\$
6.	1-1/2" PVC SCH 40 PIPE	LF	630		\$	\$
7.	2" PVC SCH 40 PIPE	LF	500		\$	\$
8.	2-1/2" PVC SCH 40 PIPE - MAIN	LF	1100		\$	\$
9.	DRIP IRRIGATION-K-FLEX TUBING	SF	820		\$	\$
10.	LOCATOR TAPE ALONG MAIN	LF	1100		\$	\$
11.	2" BALL VALVE	EA	1		\$	\$
12.	1" BACKFLOW PREVENTOR	EA	1		\$	\$
13.	6" PVC SLEEVE WITH DIRECTIONAL BORE	L/F	410		\$	\$
14.	CONCRETE VALVE BOX WITH CONCLID	EA	6		\$	\$
25.20	MIR/irinet CONTROLLER	EA	1		\$	\$
25.21	IRRITROL 200b ELECTRIC CONTROL VALVE 1" SAM - NO PRS	EA	4		\$	\$
25.22	MASTER METER, INC. FLOW METER- 1-1/2"-MULTI-JET WITH ELEC. O	EA	1		\$	\$
25.23	IRRITROL MASTER CONTROL VALVE 216B, WITH DC LATCHING SOLE	EA	1		\$	\$
25.24	14-2 MAXICOM SOLID SHIELDED WIRE TO CONTROLLER	LF	35		\$	\$
25.25	KING WIRE NUTS	EA	37		\$	\$
25.26	RAIN BIRD QUICK COUPLER RC-3	EA	2		\$	\$
25.27	PRESSURE REGULATOR – ¾"	EA	2		\$	\$
25.28	DISK FILTER – 1" DF-100	EA	2		\$	\$
25.29	LINE FLUSHING VALVE ¾"	EA	3		\$	\$
25.30	AIR/VACUUM RELIEF VALVE ¾"	EA	3		\$	\$
25.4	BID ALLOWANCE FOR CONTRACTOR TO INSTALL 1-1/2" WATER METER	EA	1		\$	\$
580-2.1.1	SABAL PALM - Enhanced Root' 16'-24' CT STAGGARED HEIGHTS	EA	20		\$	\$
580-2.1.1	CREPE MYRTLE 'RED ROCKET' 4" caliper standard 65 gallon or B=B	EA	37		\$	\$
580-2.1.1	SIMPSON STOPPER	EA	52		\$	\$
580-2.4	PINE BARK MULCH	EA	4.4		\$	\$
580-2.5	PREPARED PLANTING SOILS	CY	8.8		\$	\$
600-Landscape & Peripherals					SUBTOTAL D	\$

**WALK-BIKE LAP PROJECT-46TH ST FROM SR 580 (E BUSCH BLVD) TO SR 582 (E FOWLER AVE)
FPID 437246-1-58-01/City Contract No. 19-C-00046 City of Tampa-Hillsborough County**

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
105051202	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATE	LF	15		\$	\$
105051204	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATE	LF	73		\$	\$
105051208	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATE	LF	976		\$	\$
105051212	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATE	LF	41		\$	\$
105061116	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 16"	LF	20		\$	\$
105551108	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL EL	EA	10		\$	\$
105551112	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL EL	EA	4		\$	\$
105551208	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL TE	EA	6		\$	\$
105551308	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL RE	EA	1		\$	\$
105551408	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL UN	EA	1		\$	\$
108024106	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 6"	EA	1		\$	\$
108024108	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 8"	EA	11		\$	\$
108027106	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 6"	EA	1		\$	\$
108027108	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 8"	EA	7		\$	\$
108029106	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTA	EA	4		\$	\$
108029108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTA	EA	49		\$	\$
108029112	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTA	EA	2		\$	\$
108032106	UTILITY FIXTURE- SAMPLE POINT, FURNISH & INSTALL, 6"	EA	1		\$	\$
108032108	UTILITY FIXTURE- SAMPLE POINT, FURNISH & INSTALL, 8"	EA	6		\$	\$
164411308	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1PUMPER, 6"	EA	3		\$	\$
1644900	FIRE HYDRANT, REMOVE	EA	3		\$	\$
700-Utilities					SUBTOTAL E	\$

Total A+B+C+D+E		\$
------------------------	--	-----------

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: _____



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

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

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

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

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

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

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

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

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

Signed: _____ Name/Title: _____ Date: _____

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



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

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

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

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

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

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



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

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

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

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

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

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

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

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

Signed: _____ Name/Title: _____ Date: _____

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



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

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

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

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

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

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

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

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

TAMPA BID BOND

Contract 19-C-00046; 46th Street from SR 580 (Busch Blvd) to SR 582 (Fowler Ave) Bike Lane/Sidewalk

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called the Principal) and _____

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and authorized to do business in the State of Florida, are held and firmly bound unto the City of Tampa, a Municipal Corporation of Hillsborough County, Florida, in the full and just sum of 5% of the amount of the (Bid) (Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Tampa, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 19-C-00046, 46th Street from SR 580 (Busch Blvd) to SR 582 (Fowler Ave) Bike Lane/Sidewalk.

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		AS SUBCONTRACTOR
				AS PRIME CONTRACTOR		
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.						
			TOTALS	\$0.00	\$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00	_____

**CERTIFICATION
COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
PROVISIONS ON FEDERAL AID CONTRACTS**

FIN PROJECT I.D. _____ DATE _____
 _____ CONTRACT NO. _____

_____, prime contractor
 for the above referenced contract, hereby certifies that this company and all of its subcontractors have made every Good Faith Effort to comply with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract.

Exception:

The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

Subcontractor Name _____

Subcontractor Name _____

Street Address _____

Street Address _____

City/State/Zip _____

City/State/Zip _____

State of Florida

County of _____

Sworn to and subscribed before me this _____ day

of _____, by _____

(Print name of person signing Certification)

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of nonresponsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

Notary Public _____

Contractor _____

Commission Expires _____

By _____

Personally Known OR Produced Identification

Title _____

Type of Identification Produced _____

Instructions:

1. Attach copy of any notifications of noncompliance sent to each applicable subcontractor
2. List the subcontractors found not in compliance at the time of this certification.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If *no*, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)
_____ of _____
(TITLE) (FIRM)
of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply–Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer’s written approval prior to incorporating the material into the project

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations:

The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a

description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.”

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department’s Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
 2. the number of subordinated Contracts on Department projects awarded to DBEs;
 3. the dollar value of the Contracts awarded to DBEs;
 4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
 5. a description of the general categories of Contracts awarded to DBEs;
- and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for subcontractors, including procurements of materials and equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor

or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.)

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with

this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training

program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL20200169	Highway

Obtain the applicable General Decision(s) (Wage Tables) through the Department’s Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department’s Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Operator (Striping Machine).....	\$ 16.69	0.00
HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 12.13	0.00
INSTALLER - GUARDRAIL.....	\$ 11.39	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 17.37	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 12.39	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.64	0.00
LABORER: Common or General.....	\$ 11.71	0.00
LABORER: Flagger.....	\$ 11.86	0.00
LABORER: Grade Checker.....	\$ 13.96	0.00
LABORER: Landscape & Irrigation.....	\$ 10.07	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.56	0.56
LABORER: Pipelayer.....	\$ 14.29	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.38	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 13.94	1.28
OPERATOR: Broom/Sweeper.....	\$ 13.69	0.00
OPERATOR: Bulldozer.....	\$ 18.11	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.77	0.00
OPERATOR: Concrete Saw.....	\$ 16.57	0.00

OPERATOR: Crane.....	\$ 22.33	0.00
OPERATOR: Curb Machine.....	\$ 19.67	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 13.52	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.71	0.00
OPERATOR: Loader.....	\$ 14.99	0.00
OPERATOR: Mechanic.....	\$ 17.49	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 16.20	0.00
OPERATOR: Milling Machine.....	\$ 16.26	0.00
OPERATOR: Oiler.....	\$ 17.61	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.51	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.35	0.00
OPERATOR: Roller.....	\$ 14.14	0.00
OPERATOR: Scraper.....	\$ 11.74	0.00
OPERATOR: Screed.....	\$ 16.67	0.00
OPERATOR: Tractor.....	\$ 13.39	0.00
OPERATOR: Trencher.....	\$ 13.78	0.00
PAINTER: Spray.....	\$ 16.38	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.54	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.81	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.13	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.56	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00

TRUCK DRIVER: Water Truck.....\$ 12.88 0.00

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

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

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

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

Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

7-26 Cargo Preference Act – Use of United States-Flag Vessels.

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$1,015
Over \$50,000 but less than \$250,000.....	\$1,045
\$250,000 but less than \$500,000.....	\$1,170
\$500,000 but less than \$2,500,000.....	\$1,690
\$2,500,000 but less than \$5,000,000.....	\$2,579
\$5,000,000 but less than \$10,000,000.....	\$3,756
\$10,000,000 but less than \$15,000,000.....	\$4,344
\$15,000,000 but less than \$20,000,000.....	\$5,574
\$20,000,000 and over.....	\$10,203 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

14-78.005 Participation by Disadvantaged Business Enterprises.

(1) The major purpose of the Disadvantaged Business Enterprise (DBE) Program is to assure nondiscrimination and DBE utilization in road and bridge construction and maintenance projects. Contractors are required to comply with the following special provision contained in all road and bridge contracts:

Special Provision for DBE Contracts

General. Prior to award of the contract, have an approved DBE Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan and commitment to carry out the Plan must be incorporated into and become part of the awarded contract. Per 49 C.F.R. 26.13(b) each Contract FDOT signs with a Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

Plan Requirements. Include the following in the DBE Affirmative Action Program Plan:

A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body must issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

The designation of a Liaison Officer with the contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that the DBEs are provided an equitable opportunity to participate in contracts let by the Department. Use techniques to facilitate DBE participation in contracting activities which include:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual, where appropriate.
4. Encouraging eligible DBEs to apply for certification with the Department.
5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

DBE Records and Reports. Submit the Anticipated DBE Participation Statement at or before the Pre-construction Conference. Report monthly, through the Equal Opportunity Reporting System, on the Department's website, actual payments, retainage of all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. The procedures adopted to comply with these specifications;
2. The number of subordinated contracts on Department projects awarded to DBEs;
3. The dollar value of the contracts awarded to DBEs;
4. The percentage of the dollar value of all subordinated contracts awarded to DBEs as a percentage of the total contract amount;
5. A description of the general categories of contracts awarded to DBEs; and,
6. The specific efforts employed to identify and award contracts to DBEs.

Upon request, provide the records to the Department for review.

All such records are required to be maintained for a period of five years following acceptance of final payment and available for inspection by the Department and the Federal Highway Administration.

(2) 49 C.F.R. Part 26 (10-1-08 Edition) is incorporated herein by reference and adopted by the Department for participation by disadvantaged business enterprises in the Department's federally funded projects. The provisions of 64 Federal Register No. 21, February 2, 1999, and 68 Federal Register No. 115, June 16, 2003, and 72 Fed. Register No. 62, April 2, 2007, are available from the Department for informational purposes only. They also can be obtained on the Internet at <http://www.gpoaccess.gov/fr/index.html>.

Rulemaking Authority 337.125, 337.137, 339.0805 FS. Law Implemented 337.125, 337.137, 339.0805 FS. History—New 12-9-81, Amended 5-23-84, Formerly 14-78.05, Amended 9-21-87, 5-4-88, 6-24-91, 12-2-93, 4-30-96, 8-31-04, 5-3-09.

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

PROPRIETARY PRODUCTS REVIEW AND CERTIFICATION

PURPOSE:

This procedure provides the process for the Department to certify local agency and Department project requests for the use of proprietary products or processes under **23 CFR 635.411 Material or Product Selection**. The authority for the Department to assume the responsibility for the approval of patented and proprietary products on the National Highway System (NHS) projects is formalized in the **Florida Federal-aid Partnership Agreement, Topic No. 700-000-005**.

AUTHORITY:

Sections 20.23(4)(a) and 334.048(3), Florida Statutes (F.S.)

SCOPE:

This procedure applies to employees and organizational units in the Department involved in the preparation, design, review and approval of plans.

Definitions:

Agency: Any state, county, district, municipality, department, division, board, bureau, commission, or other separate unit of government created or established by law as defined in **Section 119.011(2), F.S.**

Contracting Agency: An Agency that is requesting the use of a proprietary product in the Contract Package.

Contract Package: The plans and specifications prepared during the design phase and used by construction personnel to build a project.

Department: The Florida Department of Transportation.

EOR: Engineer of Record - The professional engineer who signs, dates, and seals the Contract Package in accordance with **Section 471.025, F.S.** and **Rule 61G15-23, F.A.C.**

Experimental and Research Project: A project incorporating a material, process, method, equipment item, traffic operational device, or other feature that: (1) has not been

sufficiently tested under actual service conditions to merit acceptance without reservation in normal highway construction, or (2) has been accepted but needs to be compared with alternative acceptable features for determining their relative merits and cost effectiveness.

FHWA: Federal Highway Administration

Initiator: The person designated as the submitter of the proprietary product certification form on behalf of an Agency. The EOR may serve as the initiator.

PODI: Projects of Division Interest

Proprietary Product: A sole source or patented product or process. A product or process is also considered proprietary if it is identified by a plan note or specification so narrowly defined that only a sole source or patented product or process can meet the requirements.

Public Interest Finding (PIF): A document that is created by an agency when more than one acceptable product or process available for use and an agency seeks to limit purchase to a specified product. It documents the reasonableness of the agency's minimum needs and the best method to meet these needs consistent with the requirement for the broadest practical competition.

Special Funding/Evaluation Projects: A project that incorporates products or processes that FHWA is promoting through special funding/evaluation programs (e.g. Highways for Life, Innovative Bridge Research and Deployment Program, Innovative Pavement Research and Deployment Program, etc.)

Synchronization: to make things visually or functionally go together or work together.

Unique or No Suitable Alternative: limited to one of a kind, or without equal or equivalent.

1. GENERAL

When a proprietary product is identified in the Contract Package, this **Proprietary Products Certification (Certification)** procedure and form must be used. This certification should be completed by the time the design has reached 60% Plans. A denied request can be resubmitted for reconsideration with supplemental information.

This procedure is not to be used in lieu of Design or Utility Exceptions and Variations but may be required as an additional step. Also, this procedure is not to be used for Experimental, Research, or Special Funding/Evaluation Projects. When more than one

acceptable product or process is available for use and the Department or local agency seeks to limit purchase to a specified product or process, a Public Interest Finding (PIF) must be submitted in lieu of obtaining a certification with this procedure.

2. RESPONSIBILITIES

- 1) The Department assigned Project Manager is responsible for the following activities:
 - a) Communicating with the initiator,
 - b) Ensuring completeness of the documentation,
 - c) Assisting the District Design Engineer or Turnpike Design Engineer in the evaluation of the justification,
 - d) Ensuring all Certification requests are processed in accordance with this procedure.
 - e) Maintaining and archiving all requests, documentation, correspondence, and Certifications for proprietary products with applicable project files,
 - f) Forwarding the package to the FDWA Division Administrator when a project is a PODI.
- 2) The District Design Engineer or Turnpike Design Engineer is responsible for the following:
 - a) Assigning a Project Manager,
 - b) Evaluating and approving Certification requests for projects within their District when documentation is factually and technically supported in accordance with **Section 4**,
 - c) Evaluating and making a recommendation for Certification requests on a PODI project within their District.

3. PROPRIETARY PRODUCT CERTIFICATION PROCEDURE

- 1) When the Initiator submits a Certification request to the Department, the District Design Engineer or Turnpike Design Engineer will assign a Project Manager.
- 2) Each assigned Project Manager shall review request package of information and ensure that it contains the following documentation:
 - a) Cover Letter
The cover letter is the **Proprietary Products Certification Form, Form No. 630-020-07** for the **Certification** procedure. The appropriate certification statement must be marked on the form and the document signed by the initiator.

b) **Justification**

Justifications must contain supporting documentation that provide an understanding of the request and factual and technically support the request in accordance with **Section 4**.

The assigned Project Manager should consult with appropriate technical Department personnel to evaluate the package for **Certification**. The assigned Project Manager may request additional documentation from the initiator to assist with the evaluation and supplement the justification. The assigned Project Manager will make a recommendation regarding the request's approval and then forward the package and the recommendation to the District Design Engineer or Turnpike Design Engineer.

- 3) The District Design Engineer or Turnpike Design Engineer shall evaluate the package for **Certification** and the assigned Project Manger's recommendation and then determine if the request should be approved. When the District Design Engineer or Turnpike Design Engineer makes the decision, the Certification request package will be returned to the assigned Project Manager.
 - 1) If the District Design Engineer or Turnpike Design Engineer determines that the request should be approved, the District Design Engineer or Turnpike Design Engineer shall mark the appropriate certification statement on the form, assign a termination date and sign the document. If the District Design Engineer or Turnpike Design Engineer has identified any limitations regarding the proprietary product use on the project, a description of those limitations shall be included on the completed Certification form.
 - 2) If the District Design Engineer or Turnpike Design Engineer determines that the request should be rejected, the District Design Engineer or Turnpike Design Engineer shall provide an explanation for the rejection.
- 4) The assigned Project Manager shall provide a copy of the **Certification** with the signed certification or a notice and explanation of rejection to the initiator. The District or Turnpike assigned Project Manager shall post the Certification and justification on the Department web site and archive all documentation, correspondence, and certifications for proprietary products with applicable project files.

4. JUSTIFICATION DOCUMENTATION REQUIREMENTS

The District or Turnpike assigned Project Manager and District Design Engineer or Turnpike Design Engineer must evaluate the Certification request justification documentation in accordance with this section. The initiator's justification documentation must factually and technically support why the sole use of the proprietary product is both

reasonable and necessary to fulfill the project need. The assigned Project Manager shall ensure that the documentation includes, but is not limited to, the following information:

- 1) Description of the project need for the proprietary product,
- 2) Factual and technical supporting evidence for Synchronization (see **Section 4.1**) or Unique need (see **Section 4.2**),
- 3) Explanation how the evidence links it to the project need, and
- 4) Factual and technical supporting evidence that no alternatives are available.

The extent of the evaluation and details should be appropriate for the value and complexity of the product. This justification documentation must be used to support the Department's decision to approve the use of a proprietary product.

A case must not be made solely on the basis of:

- Cost saving
- Time saving
- Similarity to other designs.

The initiator may also base the current Certification request on the use of a previously approved Certification. When this occurs, the assigned Project Manager shall ensure the justification includes project specific details and explanations that factually and technically link the use of the proprietary product to the previously approved Certification, and provide documentation that the factors supporting the justification of the previously approved Certification have not changed..

4.1 SYNCHRONIZATION

At least one of the following factors must be used to evaluate the documentation supporting a Certification request based on synchronization:

- Function: the proprietary product is necessary for the satisfactory operation of the existing facility,
- Aesthetics: the proprietary product is necessary to match the visual appearance of existing facilities,
- Logistics: the proprietary product is interchangeable with products in the Contracting Agency's maintenance inventory.

In addition, it is advisable for the initiator to include additional documentation that factually and technically supports the following factors as they relate to synchronization:

- Lifecycle: the relative age of existing systems that will be expanded and the projected life of the proposed proprietary element in relation to the remaining life of the existing elements,
- Size/extent of products and systems to be synchronized to/with, and the relative cost of the proprietary elements compared with replacing the elements requiring synchronization,
- Training costs for staff, such as significant training required to effectively maintain and operate an unfamiliar product.

4.2 UNIQUE OR NO SUITABLE ALTERNATIVE

At least one of the following factors must be used to evaluate the documentation supporting a Certification request based on unique or no suitable alternative:

- How the proprietary product requirement will benefit the public,
- The unique needs that exist and how the proprietary product addresses those needs,
- Why a higher standard for safety or other critical need exists and how the proprietary product addresses that need,
- An evaluation of the pool of potential products and a description of why other products cannot meet the Contracting Agency's needs,
- Cost/Benefit analysis (this factor can only be used to support other factors).

5. TRAINING

<http://www.dot.state.fl.us/specificationsoffice/PackagePreparation/WritingAids/Default.shtm>

<http://www.fhwa.dot.gov/construction/cqit/propriet.cfm>

6. FORMS

Proprietary Products Certification, Form No. 630-020-07

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of Contract 19-C-00046 in accordance with your Proposal dated _____, amounting to a total of \$_____ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

This AGREEMENT, made and entered into in triplicate, between the City of Tampa, Florida, hereinafter called the City, and _____ hereinafter called the Contractor, as of the _____ day of _____, 20__ when the City Council of the City of Tampa, Florida adopted a Resolution authorizing, among other things, the Mayor's execution of this Agreement.

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

Contract 19-C-00046; 46th Street from SR 580 (Busch Blvd) to SR 582 (Fowler Ave) Bike Lane/Sidewalk, shall include, but not be limited to, maintenance of traffic, roadway, signing and pavement markings, signalization, utilities adjustments/relocations and all associated work required for a complete project in accordance with the Contract Documents.

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

TAMPA AGREEMENT

SECTION 1 GENERAL

ARTICLE 1.01 THE CONTRACT

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

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

ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters

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

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

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

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

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

ARTICLE 2.03 NO ESTOPPEL

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

ARTICLE 2.04 NO WAIVER OF RIGHTS

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

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

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

SECTION 3 PERFORMANCE OF WORK

ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY

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

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

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

ARTICLE 3.02 COMPLIANCE WITH LAWS

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

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

ARTICLE 3.03 INSPECTION

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

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

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

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

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

ARTICLE 3.04 PROTECTION

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

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

ARTICLE 3.05 PRESERVATION OF PROPERTY

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

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

ARTICLE 3.06 BOUNDARIES

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

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 3.08 TAXES

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

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

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

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

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

SECTION 4 TIME PROVISIONS

ARTICLE 4.01 TIME OF START AND COMPLETION

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

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

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

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

ARTICLE 4.02 PROGRESS SCHEDULE

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

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

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

ARTICLE 4.03 APPROVAL REQUESTS

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

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

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

ARTICLE 4.05 EXTENSION OF TIME

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

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

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

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

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

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

ARTICLE 4.06 LIQUIDATED DAMAGES

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

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

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

ARTICLE 4.07 FINAL INSPECTION

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

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

**SECTION 5
SUBCONTRACTS AND ASSIGNMENTS**

ARTICLE 5.01 LIMITATIONS AND CONSENT

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

ARTICLE 5.02 RESPONSIBILITY

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

**SECTION 6
SECURITY AND GUARANTY**

ARTICLE 6.01 CONTRACT SECURITY

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

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

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

ARTICLE 6.02 CONTRACTORS INSURANCE

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

ARTICLE 6.03 AGAINST CLAIMS AND LIENS

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

ARTICLE 6.04 MAINTENANCE AND GUARANTY

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

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

**SECTION 7
CHANGES**

ARTICLE 7.01 MINOR CHANGES

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

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

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

ARTICLE 7.02 EXTRA WORK

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.03 DISPUTED WORK

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

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

ARTICLE 7.04 OMITTED WORK

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

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

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

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

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

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

SECTION 8 CONTRACTOR'S EMPLOYEES

ARTICLE 8.01 CHARACTER AND COMPETENCY

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

ARTICLE 8.02 SUPERINTENDENCE

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

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

ARTICLE 8.04 RATES OF WAGES

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

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

ARTICLE 8.05 PAYROLL REPORTS

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

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

SECTION 9 CONTRACTOR'S DEFAULT

ARTICLE 9.01 CITY'S RIGHT AND NOTICE

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

ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT

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

ARTICLE 9.03 COMPLETION OF DEFAULTED WORK

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

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

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

ARTICLE 9.04 PARTIAL DEFAULT

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

SECTION 10 PAYMENTS

ARTICLE 10.01 PRICES

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

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

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

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

made therefor in the Contract Documents.

ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN

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

ARTICLE 10.03 REPORTS, RECORDS AND DATA

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

ARTICLE 10.04 PAYMENTS BY CONTRACTOR

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

ARTICLE 10.05 PARTIAL PAYMENTS

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

FOR CONTRACT AMOUNTS UNDER \$250,000

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

FOR CONTRACT AMOUNTS OVER \$250,000

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

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

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

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

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

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

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

ARTICLE 10.06 FINAL PAYMENT

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

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

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

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

ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT

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

SECTION 11 MISCELLANEOUS PROVISIONS

ARTICLE 11.01 CONTRACTOR'S WARRANTIES

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

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

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

ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES

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

ARTICLE 11.03 SUITS AT LAW

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

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

ARTICLE 11.04 CLAIMS FOR DAMAGES

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

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

ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS

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

ARTICLE 11.06 LIABILITY UNAFFECTED

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN

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

ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR

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

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

ARTICLE 11.11 NUMBER AND GENDER OF WORDS

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

ARTICLE 11.12 ACCESS TO RECORDS

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

**SECTION 12
LABOR STANDARDS**

ARTICLE 12.01 LABOR STANDARDS

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

ARTICLE 12.02 NOTICE TO LABOR UNIONS

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

ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

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

ARTICLE 12.05 PREVAILING RATES OF WAGES

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

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

* * * * *

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

CITY OF TAMPA, FLORIDA

Jane Castor, Mayor
(SEAL)

ATTEST:

City Clerk

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

Justin R. Vaske, Assistant City Attorney

Contractor

By: _____
(SEAL)

Title:

ATTEST:

Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a/n

Partnership Joint Venture LLC Corp Other: _____, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced _____.

[NOTARY SEAL]

Notary Public, State of _____
Notary Printed Name: _____
Commission No.: _____
My Commission Expires: _____

For an Individual:

STATE OF _____
COUNTY OF _____

The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2020,

By _____, Such individual is Personally Known OR Produced Identification. Type of Identification Produced: _____.

[NOTARY SEAL]

Notary Public, State of _____
Notary Printed Name: _____
Commission No.: _____
My Commission Expires: _____

For a Firm:

STATE OF _____
COUNTY OF _____

The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a/n

Partnership Joint Venture LLC Corp Other: _____, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced _____.

[NOTARY SEAL]

Notary Public, State of _____
Notary Printed Name: _____
Commission No.: _____
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 \$1,690 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 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.



City of Tampa

46th Street from SR 580 (Busch Boulevard) to SR 582 (Fowler Avenue)
FDOT LAP 437246-1-58-01

FINAL Specifications Package

January 17, 2020

By

Jeffrey Siewert, PE

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CONTRACT ITEM 101 - 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 bonding and insurance; 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; 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.

CONTRACT ITEM 102 - 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 surface, temporary bridges, 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.

Payment for Maintenance of Traffic will be made at the appropriate Contract Lump Sum Price.

CONTRACT ITEM 104 - STAKED SILT BARRIER

The Contractor shall furnish all labor, equipment, and materials to install a staked silt barrier as shown on the Plans and directed by the Engineer.

The work includes all filling, shaping, grading, stakes, barrier materials, and all appurtenant work, complete in place.

Payment for Staked Silt Barrier shall be made at the appropriate Contract Item Unit Price per foot of staked silt barrier installed.

CONTRACT ITEM 0130 - ADDITIONAL SELECT SAND FILL MATERIAL

The Contractor shall furnish, from sources other than excavations made in the Contract, transport, place, and compact select sand as ordered by the Engineer in writing and not specifically included under other Contract Items. The work also includes disposal of surplus excavated material and all labor and equipment. Excavation for placement of select sand will be paid for under other Contract Items. Select sand shall be as defined under the Workmanship and Materials Section 2 - Backfilling.

The work does not include transporting, placing, and compacting approved surplus sand from excavations made in this Contract. The Contractor shall use all such approved surplus sand available from excavations made in this Contract prior to supplying select sand from other sources.

The quantities of Additional Select Sand Fill Material, obtained from sources other than excavations in this Contract, in cubic yards, to be measured for payment will be the actual compacted volume of select sand placed within the payment limits shown on the Plans or established by the Engineer.

Select sand used to fill voids resulting from unauthorized excavation, or where required for dewatering, will not be measured for payment even though their use is ordered by the Engineer. Select sand used for pipe bedding will not be measured for payment under this Contract Item. Such select sand is included in the various classified unit price Contract Items for pipelines.

Payment for Additional Select Sand Fill Material, ordered by the Engineer in writing, will be made at the Contract Item Unit Price per cubic yard of sand fill material.

No payment will be made under this Contract Item for approved surplus sand obtained from excavations made in this Contract.

CONTRACT ITEM 0140 - CRUSHED ROCK (#57 ROCK)

The Contractor shall furnish, transport, place, and compact crushed rock, including filter fabric, as shown on the Plans, specified, and directed by the Engineer. The work also includes disposal of surplus excavated material and all labor and equipment. Excavation for placement of crushed rock will be paid for under other Contract Items. Crushed rock shall be as defined under the Workmanship and Materials section headed "Backfilling."

The quantities of Crushed Rock for box culvert foundation, in cubic yards, to be measured for payment will be the actual compacted volume of crushed rock, including filter fabric, placed within the payment limits shown on the Plans and established by the Engineer.

Crushed Rock used for pipe bedding shown on the Plans will not be measured for payment under this Contract Item. Such select stone is included in the various classified unit price Contract items for pipelines.

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Crushed Rock used to fill voids resulting from unauthorized excavation will not be measured for payment even though its use is ordered by the Engineer.

Payment for Crushed Rock will be made at the appropriate Contract Item Unit Price per cubic yard of crushed rock.

CONTRACT ITEM 280 SERIES - PERMANENT
PAVEMENT BASE REPLACEMENT

The Contractor shall furnish all materials, equipment and labor to replace and maintain all permanent pavement base removed or damaged by pipeline construction and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

Permanent pavement base replacement shall conform to the requirements of the Workmanship and Materials section headed "Restoration of Street Pavements."

The quantity of Permanent Pavement Base, in square yards, to be measured for payment will be the actual compacted volume of pavement base material within payment limits for surface restoration shown on the Plans, or specified and ordered by the Engineer.

Payment limits for permanent pavement base replacement along pipelines shall include removal and replacement of permanent pavement base incidental to construction of manholes and structures. All permanent pavement base removed or damaged and requiring replacement outside payment limits will not be measured for payment and shall be replaced by the Contractor at his own expense.

Where the existing pavement is nonpermanent type consisting of shell, gravel, limerock, crushed stone, or other similar material, or is specified to be temporary, no payment will be allowed for replacement of pavement base. Replacement of material for such nonpermanent or temporary pavement will be included in the various classified unit price Contract Items for pipelines and no separate payment will be made therefor.

Payment for Permanent Pavement Base Replacement will be made at the Contract Item Unit Price per square yard of pavement base replaced.

CONTRACT ITEM 331 SERIES - PERMANENT PAVEMENT
SURFACE REPLACEMENT

The Contractor shall furnish all labor, equipment, and materials to replace and maintain all permanent pavement surface removed or damaged by pipeline construction and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

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Permanent pavement surface replacement shall conform to the requirements of the Workmanship and Materials Section 16 - Restoration of Street Pavements.

The quantity of Permanent Pavement Surface Replacement to be measured for payment will be the actual area of permanent pavement surface placed in the work within payment limits for surface restoration shown on the Plans, or as specified and ordered by the Engineer.

Payment limits for permanent pavement surface replacement along pipelines shall include removal and replacement of permanent pavement surface incidental to construction of manholes, inlets, and structures. All permanent pavement surface removed or damaged and requiring replacement outside payment limits will not be measured for payment and shall be replaced by the Contractor at his own expense.

Where the existing pavement surface is nonpermanent type consisting of shell, gravel, limerock, crushed stone, or other similar materials, or is specified to be a special temporary pavement surface, no payment will be allowed for replacement of permanent pavement surface. Replacement of surface for such nonpermanent or special temporary pavement will be included in the various classified unit price Contract Items for pipelines, and no separate payment will be made therefor.

Payment for Permanent Pavement Surface Replacement will be made at the Contract Item Unit Price per square yard of pavement surface replaced.

CONTRACT ITEM 350 - CONCRETE DRIVEWAY

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

Concrete driveways shall conform to the requirements of the Workmanship and Materials Section 345 - Portland Cement Concrete.

The work includes all excavation, formwork, shoring, bracing, filling, shaping, grading, base material, paved surfaces, lawn replacement incidental to concrete pavement, curbing and all appurtenant work complete in place.

The quantity of Concrete Driveway to be measured for payment will be the actual area of concrete pavement surface placed in the work within payment limits for surface restoration shown on the Plans, specified, and directed by the Engineer.

Payment for Concrete Driveway will be made at the Contract Item Unit Price per square yard of concrete placed.

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CONTRACT ITEM 350-1-2 - CONCRETE FLUME

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

The concrete flume shall conform to the requirements of the Workmanship and Materials Section 345 - Portland Cement Concrete.

The work includes all excavation, formwork, shoring, bracing, filling, shaping, grading, base material, paved surfaces, lawn replacement incidental to concrete pavement, and all appurtenant work complete in place.

The quantity of Concrete Flume to be measured for payment will be the actual area of concrete placed in the work within payment limits as shown on the Plans, specified, and directed by the Engineer.

Payment for Concrete Flume will be made at the Contract Item Unit Price per square yard of concrete flume placed.

CONTRACT ITEM 400 SERIES - CONCRETE STRUCTURES AND CONCRETE BOX CULVERTS

The Contractor shall furnish all labor, equipment, and materials to construct, test, and maintain complete all concrete structures and concrete box culverts as shown on the Plans and directed by the Engineer.

Concrete structures and concrete box culverts shall conform to the requirements of the Workmanship and Materials Section 400 -Concrete Structures and Concrete Box Culverts.

The work includes all excavation and backfilling for the structure, sheeting, shoring, bracing, the disposal of surplus material, formwork, supply of necessary material, and the placing of all reinforcing steel, inlets, gratings, manholes, frames, and covers and any other necessary fittings, and connections of pipe, inlets and manhole, and providing plugs and openings in existing structures as shown in the Plans or as directed by the Engineer.

The quantities to be paid for specifically under this Section shall be the plan quantity in linear feet, per cubic yard, or per each, as applicable, for the Concrete Structures satisfactorily completed and accepted, in conformance with these specifications, lines, grade and stationing shown in the Plans. No additional measurement or other allowances will be made for work or materials, for forms, bracing, concrete, reinforcing steel, accessories , etc., used for construction of Concrete Box Culverts.

The quantities, determined as provided above, shall be paid for at the Contract Item Unit

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Price per linear foot for Concrete Box Culverts, or on a per each basis for the Concrete Structures as shown on the proposal.

Payment for Concrete Structures and Concrete Box Culverts will be made at the appropriate Contract Item Unit Price.

CONTRACT ITEM 410 - CEMENT GROUT

The Contractor shall grout existing pipes and seal both ends with bricks and mortar as shown on the Plans and directed by the Engineer.

The grout shall be a mixture of fly ash and cement, the ratio of which shall be submitted to the Engineer for approval. The air-entraining admixture shall be permitted per Section 924. The grouting shall be carried out by pumps.

This work shall be carried out after the proposed storm sewer job is functioning.

The work includes grout, pumping, sealing each end, materials, labor, and all incidentals required to complete the work.

The payment shall be made under the appropriate Contract Item Unit Price per cubic yard.

CONTRACT ITEM 425 SERIES - STORMWATER INLETS, MANHOLES,
AND JUNCTION BOXES

The Contractor shall furnish all materials and equipment, test, construct, install, reconstruct, and maintain the stormwater inlets, stormwater manholes and stormwater junction boxes as shown on the Plans, specified, and directed by the Engineer.

Stormwater inlets, manholes, and junction boxes shall conform to the requirements of the Workmanship and Materials section headed "Stormwater Inlets, Manholes and Junctions Boxes."

The work includes all testing, excavation, backfilling, limestone screenings, bedding, sheeting, shoring, bracing, dewatering, formwork, castings, brickwork, adjusting structures, removal of pavement, sidewalks, curb and curb gutter, concrete work and reinforcing, all inlet and outlet pipe, making all pipe connections, setting pipe stubs and plugs for future connections, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material, and protection of adjacent facilities, and all appurtenant work, complete and in place.

Not included in the work are sheeting left in place, additional earth excavation or additional select fill material which, if ordered or specified, will be included for payment under other Contract items.

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The number of Inlets, Manholes, and Junction Boxes to be measured for payment will be the actual number of such structures installed in the work.

Payment for Inlets, Manholes, and Junction Boxes will be made at the appropriate Contract Item Unit Price.

CONTRACT ITEM 430 SERIES - PIPE CULVERTS
AND STORM SEWERS

Under the respective Contract Items for Pipe Culverts and Storm Sewers, the Contractor shall furnish all materials and equipment, construct, test, and maintain complete all pipe culverts and storm sewers as shown on the Plans, specified, and directed by the Engineer.

All pipe culverts and storm sewers, including fittings, shall be manufactured and installed in accordance with the requirements of the respective Workmanship and Materials sections.

The work includes all removal of sidewalks, driveways, curbs, curb and gutter, existing storm sewer systems, and permanent pavement; excavation, short tunnels, backfill, sheeting, shoring, bracing, dewatering, pipe bedding, pipe fittings, pipe work, making all pipe connections, flared and mitered end sections, standard pipe cradles and encasements shown on the Plans, anchors, sealants, jackets and coupling bands, installation and removal of plugs and bulkheads, testing, special temporary and nonpermanent pavement replacement, protection, repair and replacement of utilities and house services, maintenance of traffic including maintaining access across driveways along the line of the work, protection, trimming and replacement of trees and shrubs, protection, repair and replacement of existing culverts and other storm sewerage facilities and all utilities, reconstruction or regrading of road shoulders and ditches, disposal of surplus excavated material, protection of existing structures, making joints in protective plastic lining between pipes and between pipes and manholes or structures and all other work incidental to the installation of all pipe culverts and storm sewers complete in place.

The work does not include sheeting left in place, rock excavation, manholes, junction chamber, surface restoration comprising lawn or permanent pavement replacement, additional earth excavation or additional selected fill material, short tunnels and driveway, sidewalk and curb and curb gutter replacement and when shown on the Plans or ordered, such work will be paid for under other appropriate Contract Items.

The quantity of storm sewer pipe, in linear feet, to be measured for payment shall be the actual length of new pipelines placed in the work, as shown, specified and directed. Pipelines will be measured along the centerline of the pipe.

Deductions in the measured length of storm sewers will be made for the width of all structures, including manholes and inlets, measured from the inside wall to the inside wall of the structure.

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The measured length for stormwater force mains will include all fittings and short tunnels with deductions for the laid length of valves.

Payment for Pipe Culverts and Storm Sewers will be made at the appropriate Contract Item Unit Price per linear foot of pipe installed.

CONTRACT ITEM 514 - NON-WOVEN FILTER FABRIC

The Contractor shall furnish all labor, materials, and equipment to install non-woven filter fabric as specified, and directed by the Engineer.

Non-woven filter fabric shall comply with F.D.O.T. Standard Specifications Workmanship and Materials Section 514 - Non-woven Filter Fabric .

The work includes all excavation, backfilling, compacting, grading, restoration, select fill, dewatering, shaping, disposal of surplus excavated material, and all incidentals, complete and in place.

Payment for Non-woven Filter Fabric shall be made at the appropriate Contract Item Unit Price per square yard of filter fabric installed.

CONTRACT ITEM 520 SERIES - PERMANENT CURB AND GUTTER REPLACEMENT

The Contractor shall furnish all labor, equipment, and materials to replace and maintain all permanent concrete, bituminous, and granite curb or curb and gutter, Miami gutter, removed or damaged by pipeline construction and appurtenant work as shown on the drawings, specified, and directed by the Engineer.

Permanent curb or curb and gutter, and Miami gutter replacement shall conform to the requirements of the Workmanship and Materials Section 16 - Restoration of Street Pavements.

All concrete work under this series shall conform to Workmanship and Materials Section 345 - Portland Cement Concrete.

The work includes all excavation, filling, shaping, grading, base material, lawn replacement incidental to curb, or curb and gutter replacement, Miami gutter, and other appurtenant work complete in place.

The length of Permanent Curb and Gutter Replacement to be measured for payment will be the actual length of gutter placed in the work within payment limits for surface restoration shown on the Plans, or ordered by the Engineer.

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Payment limits for Permanent Curb and Gutter Replacement along pipelines shall include removal and replacement of gutter incidental to construction of manholes and structures. All curb and gutter removed or damaged and requiring replacement outside payment limits will not be measured for payment and shall be replaced by the Contractor at his own expense.

Payment of Permanent Curb and Gutter Replacement will be made at the Contract Item Unit Price per linear foot of curb and gutter placed.

CONTRACT ITEM 521 - INTERSECTION VALLEY GUTTER

The Contractor shall furnish all labor, equipment, and materials to construct intersection valley gutters as shown on the drawings, specified, and directed by the Engineer.

Intersection valley gutters shall conform to the requirements of the Workmanship and Materials Section 16 - Restoration of Street Pavements.

Concrete work under this item shall conform to the latest FDOT - Workmanship and Materials Section 346 - Portland Cement Concrete.

The work includes all excavation, filling, shaping, grading, base material, lawn replacement incidental to intersection valley gutter, sawcutting the existing asphalt and curb, removing the existing curb and necessary pavement, constructing the proposed monolithic curb/gutter/concrete fillet and valley gutter, and repairing the asphalt pavement outside the limits of construction, and all other appurtenant work complete in place.

Class I concrete shall be used for all concrete.

The curb and gutter at the PC and PT of each radius shall be equal to the typical section of Standard Curb and Gutter.

Payment for Intersection Valley Gutter will be made at the appropriate Contract Item Unit Price per linear foot.

CONTRACT ITEM 522 SERIES - PERMANENT
SIDEWALK/DRIVEWAY REPLACEMENT

The Contractor shall furnish all labor, equipment, and materials to replace and maintain all permanent sidewalks, driveways removed or damaged by pipeline construction and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

Permanent sidewalk/driveway replacement shall conform to the requirements of the

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Workmanship and Materials Section 16 - Restoration of Street Pavements.

Concrete work under this series shall conform to Workmanship and Materials Section 346 - Portland Cement Concrete.

The work includes all excavation, filling, shaping, grading, temporary limestone surface, base material, paved surface, lawn replacement incidental to sidewalk/driveway, and other appurtenant work complete in place.

The quantity of Permanent Sidewalk/Driveway Replacement to be measured for payment will be the actual area of permanent sidewalk/driveway surface placed in the work within payment limits and ordered by the Engineer.

Payment limits for permanent sidewalk/driveway replacement along pipelines shall include removal and replacement of sidewalk/driveway surface incidental to construction of manholes and structures. All sidewalk/driveway surface removed or damaged outside payment limits will not be measured for payment and shall be replaced by the Contractor at his own expense.

Where the existing sidewalk/driveway surface is a nonpermanent type consisting of shell, gravel, limerock, crushed stone, or other similar material, no payment will be allowed for replacement of permanent sidewalk/driveway surface. Replacement of surface for such nonpermanent sidewalk/driveway surfaces will be included in the various classified unit price Contract Items for pipelines or considered under the provisions for "Extra Work."

Payment for Permanent Sidewalk/Driveway Replacement will be made at the Contract Item Unit Price per square yard of sidewalk/driveway replaced.

CONTRACT ITEM 523-1 - PEDESTRIAN RAMP

The Contractor shall furnish all labor, equipment, and materials to construct, replace, and maintain all permanent concrete pedestrian ramps removed or damaged by pipeline construction and appurtenant work as shown on the drawings, specified, and directed by the Engineer.

Pedestrian Ramps shall conform to the requirements of the Workmanship and Materials Section 16 - Restoration of Street Pavements.

All concrete work under this series shall conform to Workmanship and Materials Section 345 - Portland Cement Concrete.

The work includes all excavation, filling, shaping, grading, base material, lawn replacement incidental to pedestrian ramp construction, and all other appurtenant work complete in place.

The quantity of Pedestrian Ramps to be measured for payment will be the actual number of ramps placed in the work within payment limits for surface restoration shown on the Plans, or

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ordered by the Engineer.

Payment for Pedestrian Ramps will be made at the Contract Item Unit Price per pedestrian ramp constructed.

CONTRACT ITEM 524-1 - FLEXIBLE INTERLOCKING CONCRETE
EROSION CONTROL SYSTEM

The Contractor shall furnish all labor, equipment, and materials to install and maintain the flexible interlocking concrete component erosion control system and all appurtenant work as shown on the Plans, specified, and directed by the Engineer.

The flexible interlocking concrete component erosion control system shall conform to the requirements of the Workmanship and Materials section headed "Flexible Concrete Revetment and Erosion Control."

The work includes all excavation, filling, shaping, grading, compacting, concrete spillway, filter fabric, and all other appurtenant work complete in place.

The quantity of Flexible Interlocking Concrete Component Erosion Control System to be measured for payment will be the actual amount of flexible interlocking concrete component erosion control system placed in the work as shown on the Plans, specified, and directed by the Engineer.

Payment for the Flexible Interlocking Concrete Component Erosion Control System will be made at the appropriate Contract Item Unit Price per square foot.

CONTRACT ITEM 530-1 - RIPRAP (SAND-CEMENT)

The Contractor shall furnish all labor, materials, and equipment to install riprap as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, backfilling, compacting, restoration, select fill, dewatering, concrete, crushed stone, grouting, shaping, disposal of surplus excavated material, and all incidentals, complete and in place.

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

CONTRACT ITEM 530-2 - RIPRAP (CONCRETE BLOCK)

The Contractor shall furnish all labor, materials, and equipment to install riprap as shown

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on the Plans, specified, and directed by the Engineer.

Concrete block for use as riprap shall meet the requirements of ASTM C 129, except that the physical requirements of Table 1 shall not apply.

The work includes all excavation, backfilling, dressing, shaping, compacting, restoration, select fill, dewatering, concrete, crushed stone, grouting, disposal of surplus excavated material, and all incidentals, complete and in place.

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

CONTRACT ITEM 530-3 - RUBBLE RIPRAP

The Contractor shall furnish all labor, materials, and equipment to install RUBBLE riprap as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, backfilling, grading, compacting, restoration, select fill, dewatering, broken stone rubble, 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 of rubble riprap installed.

CONTRACT ITEM 534 - RECONSTRUCT EXISTING CONCRETE BLOCK WALL

The Contractor shall furnish all labor, materials, and equipment necessary to reconstruct the existing concrete block wall, including footing, in kind, which is disturbed in order to facilitate construction of the proposed storm sewer system.

Reconstruction of the existing concrete block wall shall conform to the requirements of the Workmanship and Materials Section headed "Masonry."

The work includes all testing, excavation, backfill, bedding, bracing, formwork, scaffolding, reinforcing, ties, anchors, cleaning compound, weather protection, and all appurtenant work, complete in place.

Payment for Reconstruct Existing Concrete Block Wall shall be made at the appropriate Contract Item Unit Price per linear foot.

CONTRACT ITEM 535 - END WALLS W/BAFFLES

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The Contractor shall furnish all materials and equipment, test, construct, install, and maintain the end walls with baffles as shown on the Plans, specified, and directed by the Engineer.

End walls with baffles shall conform to the requirements of the Workmanship and Materials section headed "Concrete Structures and Concrete Box Culverts."

The work includes all testing, excavation, backfilling, limestone screenings, bedding, sheeting, shoring, bracing, dewatering, formwork, castings, brickwork, adjusting structures, removal of pavement, sidewalks, curb and curb gutter, concrete work and reinforcing, all inlet and outlet pipe, making all pipe connections, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material, protection of adjacent facilities, and all appurtenant work, complete and in place.

Not included in the work are sheeting left in place, additional earth excavation or additional select fill material which, if ordered or specified, will be included for payment under other Contract items.

The number of End Walls with Baffles to be measured for payment will be the actual number of such structures installed in the work.

Payment for End Walls with Baffles will be made at the appropriate Contract Item Unit Price per end wall with baffle installed.

CONTRACT ITEM 550R SERIES - FENCING TYPE B (FDOT)
(TYPE IV GREEN VINYL COATED FABRIC)

The Contractor shall furnish all labor, equipment and materials to construct the Type B fencing as shown on the Plans and as directed by the Engineer.

All F.D.O.T. Type B fencing shall include a continuous top rail.

The work includes all fabric, posts, top rails, corner post assemblies, any necessary pull and end post assemblies, gates, preparation and leveling of terrain including clearing and grubbing, and all appurtenant work, as per FDOT Index 452.

Payments shall be made under the appropriate Contract Item Unit Price per linear foot.

CONTRACT ITEM 570-9 - WATER FOR DUST CONTROL

The Contractor shall furnish all labor, materials, and equipment required for the application of water within the limits of construction of the project or on streets used as detour routes in connection with the project, in accordance with these specifications. All dust control operations shall be performed by the Contractor at the time, location, and in the amount ordered by the

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Engineer. The application of water shall be under the control of the Engineer at all times. no payment will be made for any work performed or water used to control dust where it is applied without authorization of the Engineer. Water ordered by the Engineer to be applied on Saturdays, Sundays, or legal holidays will be paid for at the Contract Item Unit Price as bid for the time of dust control work involved, and no additional compensation will be allowed therefor.

The quantity of water measured by an approved device or other means of determining the measurement of water as approved by the Engineer will be paid for at the Contract Item Unit Price per thousand gallons of water for dust control.

CONTRACT ITEM 996-5 - CONCRETE COLLAR

The Contractor shall furnish all labor, materials, and equipment required to pour in place and maintain the concrete collars as shown on the Plans, specified, and directed by the Engineer.

Concrete collars shall comply with Workmanship and Materials Section 345 - Portland Cement Concrete.

The work includes all removal of sidewalks, driveways, curbs, gutters, permanent pavement, excavation, backfilling, sheeting, shoring, bracing, dewatering, pipe bedding, pipe, fittings, top slab, nonpermanent and special temporary pavement replacement, maintenance of traffic, disposal of excess excavated material, and all work incidental to the installation of the concrete collar.

Not included in the work are additional earth excavation or additional selected fill material which if ordered or specified will be included for payment under other Contract Items.

Payment for Concrete Collars will be made at the Contract Item Unit Price per concrete collar installed.

CONTRACT ITEM 996-6 - CONCRETE ENCASEMENT

The Contractor shall furnish all labor, materials, and equipment required to pour in place and maintain the concrete encasements as shown on the Plans, specified, and directed by the Engineer.

The work includes all removal of sidewalks, driveways, curbs, gutters, permanent pavement, excavation, backfilling, sheeting, shoring, bracing, dewatering, pipe bedding, pipe, fittings, top slab, nonpermanent and special temporary pavement replacement, maintenance of traffic, disposal of excess excavated material, and all work incidental to the installation of poured in place thrust blocks.

Not included in the work are additional earth excavation or additional selected fill material which if ordered or specified will be included for payment under other Contract Items.

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Payment for Concrete Encasement will be made at the Contract Item Unit Price per cubic yard of concrete encasement installed.

CONTRACT ITEM 996-8 - SANITARY SEWER
HOUSE LATERAL RELOCATION

The Contractor shall furnish all materials and equipment, construct, test, and maintain sanitary sewer house lateral relocation as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter, and permanent pavement, disposal of surplus excavated material, protection, repair of utilities, house services, trees and shrubs and culverts and other storm sewerage facilities, and all other work incidental to the sanitary sewer house lateral relocation, complete in place, as shown on the Plans, specified, and directed by the Engineer.

The number of Sanitary Sewer House Lateral Relocations to be measured for payment will be the actual number of sanitary sewer house laterals relocated.

Payment for Sanitary Sewer House Lateral Relocation will be made at the Contract Item Unit Price per house lateral relocated.

CONTRACT ITEM 996-15 - CUT AND PLUG SANITARY SEWER
HOUSE CONNECTION

The Contractor shall furnish all labor, materials, and equipment to locate, cut and plug existing sanitary sewer house connections as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter, and permanent pavement, disposal of surplus excavated material, protection, repair of utilities, house services,, trees and shrubs and culverts and other storm sewerage facilities, and all other work incidental to the sanitary sewer house connection cutting and plugging, complete in place, as shown on the Plans, specified, and directed by the Engineer.

The number of Sanitary Sewer house Lateral Connections cut and plugged to be measured for payment will be the actual number of sanitary sewer house connections cut and plugged.

Payment for Cutting and Plugging of Sanitary Sewer House Connections will be made at the Contract Item Unit Price per house connection cut and plugged.

CONTRACT ITEM 996-16 - RETENTION BASIN EXCAVATION

The Contractor shall furnish all labor, equipment, and materials to accomplish the retention basin excavation as shown on the Plans and directed by the Engineer.

Payment shall be full compensation for all work, equipment, labor, materials, and any incidentals required to complete the work. The total quantity to be paid for shall not exceed the total excavated material, in cubic yards, as shown on the cross section for the retention pond, and no additional payment shall be made therefor.

Payment shall be made under the appropriate Contract Item Unit Price per cubic yard.

CONTRACT ITEM 0700 SERIES - SOLID WALL PVC PIPE
CONTRACT ITEM 0800 SERIES - HIGH DENSITY CORRUGATED
POLYETHYLENE PIPE (HDPE)
CONTRACT ITEM 1000 SERIES - DUCTILE IRON PIPE SEWER

The Contractor shall furnish all materials and equipment, construct, test, and maintain complete all pipe sewer as shown on the Plans, specified, and directed by the Engineer.

The work includes all related work and appurtenances required to locate existing sanitary sewer lines and make the connections as shown on the Plans to the proposed lines, removal of existing sanitary sewer pipe systems as shown on the Plans or directed by the Engineer, sidewalks, driveways, curbs, curb and gutter, and permanent pavement, excavation, short tunnels, backfill, sheeting, shoring, bracing, dewatering, pipe bedding, pipe fittings, pipework, making all pipe connections, standard pipe cradles and encasements shown on the Plans, installation and removal of plugs and bulkheads, testing, special temporary and nonpermanent pavement replacement, nonpermanent sidewalks and driveway replacement, protection, repair and replacement of utilities and house services, maintenance of traffic, including maintaining access across driveways along the line of the work, protection, trimming and replacement of trees, and shrubs, protection, repair and replacement of culverts and other storm water facilities, reconstruction or regrading of road shoulders and ditches, disposal of surplus excavated material, protection of existing structures, making joints between pipes and manholes or structures, and all other work incidental to the installation of the sanitary sewer pipe complete in place.

The work does not include sheeting left in place, rock excavation, manhole, surface restoration comprising lawn or permanent pavement replacement, additional earth excavation or additional selected fill materials, driveways, sidewalk and curb or curb and gutter replacement and, when shown on the Plans or ordered, such work will be paid for under other appropriate Contract Items.

The length of Sewer Pipe to be measured for payment will be the actual lengths of

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respective pipe and fittings placed with no deductions for manholes, short tunnels, wyes, or tees. Depth of cut for sanitary sewers shall be measured from the original ground surface to the pipe invert.

Payment for Sewer Pipe will be made at the appropriate Contract Item Unit Price per linear foot of the respective pipe.

CONTRACT ITEM 2000 SERIES - DUCTILE IRON PIPE LATERAL

The Contractor shall furnish all materials and equipment, construct, test, and maintain house laterals.

The work includes all related work and appurtenances required to locate existing house connections and make the connections to the proposed lines, excavation, short tunnels, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter and permanent pavement, pipe bedding, pipe, pipe fittings used for change in line or grade where directed by the Engineer, disposal of surplus excavated material, protection, repair and replacement of utilities, house services, trees and shrubs and other storm sewerage facilities, special temporary pavement, restoration and regrading of road shoulders and ditches and all other work incidental to the installation of pipe house laterals complete in place as shown on the Plans, specified, and directed by the Engineer.

The length of House Lateral to be measured for payment will be the actual length of house lateral placed between payment lines and shown on the Detail Sheets.

Payment for House Lateral will be made at the Contract Item Unit Price per linear foot of house lateral.

CONTRACT ITEM 2700 SERIES - SOLID WALL PVC PIPE WYE

CONTRACT ITEM 2900 SERIES - COMPOSITE PVC PIPE WYE

CONTRACT ITEM 3000 SERIES - DUCTILE IRON PIPE WYE

The Contractor shall furnish all materials and equipment, construct, test, and maintain pipe wyes.

The work includes all excavation, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter and permanent pavement, pipe bedding, pipe wye and adjacent pipe bend, plug and treated wood marker stake at the end of the house lateral, disposal of surplus excavated material, protection, repair and replacement of utilities, house services, trees and shrubs, and culverts and other storm sewerage facilities, and all other work incidental to the installation of pipe wyes complete in place as shown on the Plans, specified, and directed by the Engineer.

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The number of Pipe Wyes to be measured for payment will be the actual number of pipe wyes installed in the work.

Payment for Pipe Wyes shall comprise the additional cost of each wye over the cost of straight sewer pipe of equivalent length and diameter and will be made at the Contract Item Unit Price per wye.

CONTRACT ITEM 3000 SERIES - FITTINGS

The Contractor shall furnish all materials and equipment, construct, test, and maintain pipe fittings.

The work includes all excavation, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter and permanent pavement, pipe bedding, pipe wye and adjacent pipe bend, plug and treated wood marker stake at the end of the house lateral, disposal of surplus excavated material, protection, repair and replacement of utilities, house services, trees and shrubs, and culverts and other storm sewerage facilities, and all other work incidental to the installation of pipe fittings complete in place as shown on the Plans, specified, and directed by the Engineer.

The number of Pipe Fittings to be measured for payment will be the actual number of pipe fittings installed in the work.

Payment for Pipe Fittings shall comprise the additional cost of each fitting over the cost of straight sewer pipe of equivalent length and diameter and will be made at the Contract Item Unit Price per fitting.

CONTRACT ITEM 3032 - GATE VALVE AND BOX

The Contractor shall furnish all labor, materials, and equipment to construct and install all valves and boxes, as shown on the Plans, specified, and directed by the Engineer.

The work includes all removal of sidewalks, driveways, curbs, gutter, permanent pavement; excavation, backfilling, sheeting, shoring, bracing, dewatering, bedding, fittings; traffic maintenance, nonpermanent and special temporary pavement replacement, disposal of excess excavated material; installation of valve and valve box set to final grade, painting of valve cover, and all work incidental to installation of the valves and boxes, complete in place.

The work does not include surface restoration comprising lawn or permanent pavement replacement, additional select fill materials, driveways, sidewalks, and curb or curb and gutter replacement and, when shown on the Plans or ordered by the Engineer, such work will be paid for under other appropriate Contract Items.

Payment for Valves and Boxes will be made at the appropriate Contract Item Unit Price per

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valve and box installed.

CONTRACT ITEM 3500 SERIES - FLEXIBLE ADAPTERS

The Contractor shall furnish all materials and equipment, construct, test, and maintain flexible adapters.

The work includes all excavation, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter, and permanent pavement, flexible adapter and couplings, disposal of surplus excavated material, protection, repair of utilities, house services, trees and shrubs, culverts and other storm sewerage facilities, and all other work incidental to the installation of flexible adapters complete in place as shown on the Plans, specified, and directed by the Engineer.

The number of Flexible Adapters to be measured for payment will be the actual number of respective flexible adapters installed in the work.

Payment for Flexible Adapters will comprise the additional cost of each adapter over the cost of straight sewer pipe of equivalent length and diameter and will be made at the Contract Item Unit Price per adapter.

CONTRACT ITEM 3600 SERIES - RIGID ADAPTERS

The Contractor shall furnish all materials and equipment, construct, test, and maintain rigid adapters.

The work includes all excavation, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter, and permanent pavement, rigid adapter and couplings, disposal of surplus excavated material, protection, repair of utilities, house services, trees and shrubs, culverts and other storm sewerage facilities, and all other work incidental to the installation of rigid adapters complete in place as shown on the Plans, specified, and directed by the Engineer.

The number of Rigid Adapters to be measured for payment will be the actual number of respective rigid adapters installed in the work.

Payment for Rigid Adapters will comprise the additional cost of each adapter over the cost of straight sewer pipe of equivalent length and diameter and will be made at the Contract Item Unit Price per adapter.

CONTRACT ITEM 3900 - FIBERGLASS REINFORCED PLASTIC MANHOLE

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The Contractor shall furnish all materials and equipment, test, install, and maintain the fiberglass reinforced plastic manholes complete as shown on the Plans, specified, and directed by the Engineer.

The work includes all testing, excavation, backfilling, limestone screenings, bedding, sheeting, shoring, bracing, dewatering, removal of pavement, sidewalks, curb, curb and gutter, concrete work and reinforcing, making all pipe connections, setting pipe stubs and plugs for future connections, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material, and protection of adjacent facilities.

Not included in the work are cast iron manhole frames and covers, sheeting left in place, additional earth excavation, or additional selected fill material which, if ordered or specified, will be included for payment under other Contract Items.

The number of Fiberglass Reinforced Plastic Manholes to be measured for payment will be the actual number of manholes installed in the work.

Payment for Fiberglass Reinforced Plastic Manholes will be made at the Contract Item Unit Price for appropriate Contract Item.

CONTRACT ITEM 4000 SERIES - PRECAST CONCRETE MANHOLE BASE

The Contractor shall furnish all materials and equipment, test, install, and maintain the manhole bases as shown on the Plans, specified, and directed by the Engineer.

Precast concrete manhole bases shall conform to the requirements of Workmanship and Materials Section 12 - Precast Concrete Manholes.

The work includes all testing, excavation, backfilling, limestone screenings, bedding, sheeting, shoring, bracing, dewatering, removal of pavement, sidewalks, curb, curb and gutter, concrete work and reinforcing, making all pipe connections, setting pipe stubs and plugs for future connections, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material, and protection of adjacent facilities.

Not included in the work are shallow type manhole bases, sheeting left in place, additional earth excavation or additional select fill material which, if ordered or specified, will be included for payment under other Contract Items.

The number of Precast Concrete Manhole Bases to be measured for payment will be the actual number of bases installed in the work.

Payment for Precast Concrete Manhole Bases will be made at the Contract Item Unit Price per base.

CONTRACT ITEM 4100 - PRECAST CONCRETE MANHOLE BARREL

The Contractor shall furnish all materials and equipment, test, install and maintain the manhole barrels as shown on the plans, specified, and directed by the Engineer.

Precast concrete manhole barrels shall conform to the requirements of Workmanship and Materials Section 12 - Precast Concrete Manholes.

The work includes all testing, concrete work, all pipe connections and setting pipe stubs and plugs for future connections as required.

The length of Precast Concrete Manhole Barrel to be measured for payment will be the actual length of manhole barrel installed in the work between payment lines as shown on the plans.

Payment of Precast Concrete Manhole Barrel will be made at the appropriate Contract Item Unit Price per linear foot of barrel.

CONTRACT ITEM 4200 - PRECAST CONCRETE MANHOLE CONE

The Contractor shall furnish all materials and equipment, test, install and maintain the manhole cones as shown on the plans, specified, and directed by the Engineer.

Precast concrete manhole cones shall conform to the requirements of Workmanship and Materials Section 12 - Precast Concrete Manholes.

The number of Precast Concrete Manhole Cones to be measured for payment will be the actual number of such cones installed in the work.

Payment for Precast Concrete Manhole Cones will be made at the Contract Item Unit Price for appropriate Contract Item.

CONTRACT ITEM 4300 - PRECAST CONCRETE SHALLOW TYPE MANHOLE

The Contractor shall furnish all materials and equipment, test, install, and maintain the shallow type manholes complete as shown on the plans, specified, and directed by the Engineer.

Precast concrete shallow type manholes shall conform to the requirements of the Workmanship and Materials section headed "Precast Concrete Manholes."

The work includes all testing, excavation, backfilling, limestone screenings, bedding, sheeting, shoring, bracing, dewatering, removal of pavement, sidewalks, curb, curb and gutter, concrete work and reinforcing, making all pipe connections, setting pipe stubs and plugs for future

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connections, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material and protection of adjacent facilities.

Not included in the work are cast iron manhole frames and covers, sheeting left in place, additional earth excavation, or additional selected fill material which, if ordered or specified, will be included for payment under other Contract Items.

The number of Precast Concrete Shallow Type Manholes to be measured for payment will be the actual number of manholes installed in the work.

Payment for Precast Concrete Shallow Type Manholes will be made at the appropriate Contract Item Unit Price per manhole.

CONTRACT ITEM 4600 SERIES - CAST IRON MANHOLE FRAME AND COVER
(SANITARY SEWER)

The work includes all brick masonry, furnishing frames and covers, and setting frames in mortar to the lines and grades shown on the plans, existing, or furnished by the Engineer.

The quantity of Cast Iron Manhole Frame and Cover units to be measured for payment will be the actual number of such units installed in the work.

Payment for Cast Iron Manhole Frame and Cover units will be made of the Contract Item Unit Price per frame and cover.

CONTRACT ITEM 4900 SERIES - CONNECTION TO EXISTING MANHOLE

The Contractor shall furnish all labor, equipment, and materials required to connect the proposed pipeline into existing manholes as shown on the plans, specified, and directed by the Engineer.

The work includes all excavation, dewatering, breaking into the existing manhole, removal and disposal of rubble and excess material, installation of sewer pipe, sealing the voids around the pipe, backfilling, compacting and all other work incidental to connection to existing manhole.

Payment for Connection to Existing Manholes will be made at the appropriate Contract Lump Sum Price or per manhole as designated in the proposal.

CONTRACT ITEM 4910 - CONNECT EXISTING SEWER
TO REPLACEMENT MANHOLE

The Contractor shall furnish all labor, equipment, and materials required to connect the

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existing sanitary sewer into the replacement manholes as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, cutting the VCP, attaching PVCP to the VCP with flexible adapters, installation of sewer pipe, connecting the PVCP to the replacement manhole, removal and disposal of rubble and excess material, backfilling, compacting, and all other work incidental to connecting existing sewers to a replacement manhole.

Payment for Connecting Existing Sewer to Replacement Manholes will be made at the appropriate Contract Item Unit Price per connection.

CONTRACT ITEM 5000 SERIES - REMOVAL OR CRUSHING
OF ABANDONED STORM SEWER (BEYOND PIPELINE CONSTRUCTION)

The Contractor shall furnish all labor, materials, and equipment to remove or crush the existing abandoned storm sewer complete as shown on the Plans, specified, and directed by the Engineer.

The work includes excavation, backfilling, selected fill material, dewatering, removal of pavement, sidewalks, curb, curb and gutter, concrete or crushed stone work, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material, protection of adjacent facilities, and removal and transportation of debris as specified on the Plans and directed by the Engineer.

The Engineer reserves the right to determine and designate the individual parts of existing storm sewer lines to be removed or crushed.

Not included in the work are additional earth excavation and additional select sand fill material which, if ordered or specified, will be included for payment under other Contract Items.

Payment for the Removal or Crushing of Abandoned Storm Sewer Pipe Beyond Pipeline Construction will be made at the Contract Item Unit Price per linear foot of pipe measured along the centerline of the pipe including the distance within each structure. The unit price per foot of length of pipe under this item includes the cost of placing and compacting with approved materials to completely fill the pipe.

CONTRACT ITEM 5010 - RELOCATION OF PVC STORM SEWER
FORCE MAIN

The Contractor shall furnish all materials and equipment, construct, test, and maintain storm sewer force main relocation as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, backfill, sheeting, shoring, bracing, dewatering, removal

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of sidewalks, driveways, curbs, curb and gutter, ad permanent pavement, disposal of surplus excavated material, protection, repair of utilities, house services, trees and shrubs and culverts and other storm sewerage facilities, and all other work incidental to the storm sewer force main relocation, complete in place, as shown on the Plans, specified, and directed by the Engineer.

The number of Storm Sewer Force Main Relocations to be measured for payment will be the actual number of storm sewer force main relocated.

Payment for Storm Sewer Force Main Relocation will be made at the Contract Item Unit Price per storm sewer force main relocated.

CONTRACT ITEM 6100 SERIES - RELOCATION OF DIP SANITARY
SEWER FORCE MAIN

The Contractor shall furnish all materials and equipment, construct, test, and maintain sanitary sewer force main relocation as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter, ad permanent pavement, disposal of surplus excavated material, protection, repair of utilities, house services, trees and shrubs and culverts and other sanitary sewerage facilities; all fittings, bends, sleeves, etc., and all other work incidental to the sanitary sewer force main relocation, complete in place, as shown on the Plans, specified, and directed by the Engineer.

The number of Sanitary Sewer Force Main Relocations to be measured for payment will be the actual number of sanitary sewer force main relocated.

Payment for Sanitary Sewer Force Main Relocation will be made at the Contract Item Unit Price per sanitary sewer force main relocated.

CONTRACT ITEM 7600 - PRECAST THRUST BLOCKS

The Contractor shall furnish all labor, materials, and equipment required to install precast concrete thrust blocks as shown on the Plans, specified, and directed by the Engineer.

The work includes all removal of sidewalks, driveways, curbs, gutters, permanent pavement, excavation, backfilling, sheeting, shoring, bracing, dewatering, pipe bedding, pipe, fittings, valve, corporation stop, connection to force main, valve box, support bracket, top slab, nonpermanent and special temporary pavement replacement, maintenance of traffic, disposal of excess excavated material, and all work incidental to the installation of the precast concrete thrust blocks.

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Not included in the work are additional earth excavation or additional selected fill material which, if ordered or specified, will be included for payment under other Contract Items.

Payment for Precast Thrust Blocks will be made at the Contract Item Unit Price per precast thrust block installed.

CONTRACT ITEM 9000 - MULCH PATHWAYS

The Contractor shall furnish all labor, materials, and equipment to install mulch pathways as shown on the Plans, specified, and directed by the Engineer.

The work includes all hauling, raking and shaping, and all appurtenant work necessary for mulching, complete in place.

Payment shall be made at the appropriate Contract Item Unit Price per ton mulch installed.

CONTRACT ITEM 9200 - ROOT PRUNING

The Contractor shall furnish all labor, materials, equipment and services to prune the tree roots as shown on the Plans, specified, and directed by the Engineer.

Root pruning shall conform to the requirements of the Workmanship and Materials Section 105 - Root Pruning.

Root pruning along pipelines and house laterals, and around manholes, structures and appurtenances will be included for payment under this contract item.

The quantity of root pruning, in linear feet, to be measured for payment will be the actual length of root pruning performed as directed by the Engineer.

The work includes all cutting, excavation, removal, hauling and disposal of roots; filling, grading, mulching, barricading, fencing, and other appurtenant work complete in place.

Payment for Root Pruning will be made at the appropriate Contract Item Unit Price per linear foot of roots pruned.

CONTRACT ITEM 9600 - PROJECT VIDEOTAPING

The Contractor shall furnish all labor, materials, equipment, and services necessary to videotape all preconstruction surface features within the construction limits as shown on the Plans and directed by the Engineer.

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The work includes transportation, film, power, lighting, film development, detailed log, and all incidentals required to furnish and deliver to the Engineer the preconstruction videotape complete.

Payment for Project Videotaping will be made at the appropriate Contract Lump Sum Price.

CONTRACT ITEM 9700 - CONCRETE CONNECTIONS

The Contractor shall construct concrete connections as indicated on the Plans and as directed by the Engineer.

Payment shall be full compensation for all labor, materials, and equipment required to accomplish the work.

Payment shall be made under the appropriate Contract Item Unit Price per Concrete Connection.

CONTRACT ITEM 9800 SERIES - PLUG PIPE OPENING

The Contractor shall plug the opening within the pipeline as indicated on the Plans and as directed by the Engineer.

Payment shall be full compensation for all labor, materials, and equipment required to accomplish the work.

Payment shall be made under the appropriate Contract Item Unit Price per opening plugged.

CONTRACT ITEM 9900 - PILASTER

The Contractor shall furnish all materials, labor, and equipment to construct a 1-foot by 4-inch x 1-foot by 4-inch x 4-foot high brick pilaster and 2-foot x 2-foot x 9-inch concrete foundation complete in place as shown on the Plans and as directed by the Engineer. The Contractor shall salvage the brick from the removal of the existing wall for the pilaster.

Payment shall be full compensation for providing materials, labor, transportation, and all incidentals necessary to complete the work.

Payment for the pilaster will be made under the appropriate Contract Lump Sum Price.

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CONTRACT ITEM 10000 - OUTFALL STRUCTURE

The Contractor shall construct an outfall structure as indicated on the Plans.

Payment shall be full compensation for all equipment, materials, tools, labor, non-shrink grout with pea gravel, including steel reinforcement, and any incidentals required for completion of the work.

Payment shall be made under the appropriate Contract Lump Sum Price.

CONTRACT ITEM 11000 - U-TYPE GRATE CONCRETE STRUCTURES

The Contractor shall construct U-Type Grate Concrete Structures as indicated on the Plans.

The Contractor shall remove the existing structure and construct a new structure in its place. Existing _____ shall be reconnected, and an additional _____ shall be connected as shown on the Plans and as directed by the Engineer.

The grates are not included in the price of the structure. The Contractor shall install grates provided by the City.

Payment shall be full compensation for all work, equipment, materials, tools, labor, and any incidentals required to complete the job.

Payment shall be made under the appropriate Contract Lump Sum Price.

CONTRACT ITEM 12000 - DITCH EXCAVATION

The Contractor shall furnish equipment, labor, and materials to perform ditch excavation as shown on the Plans and directed by the Engineer.

The work includes all clearing, pavement, sidewalk, curb, and gutter removal, care of structures and adjacent property, placing, maintenance, and removal of shoring, sheeting, and bracing, removal of water, backfilling, disposal of surplus excavated material, temporary restoration of street surfaces, digging test pits to locate existing house laterals when requested by the Engineer, and other work appurtenant to the ditch excavation as specified and directed.

The quantity of Ditch Excavation, in cubic yards, to be measured for payment will be the total excavation, as shown on the Plans and directed and approved by the Engineer. Unauthorized ditch excavation will not be measured or paid for.

Payment for Ditch Excavation ordered in writing by the Engineer will be made at the

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Contract Item Unit Price per cubic yard of excavation.

CONTRACT ITEM 13000 - WELL CONSTRUCTION

The Contractor shall remove the existing well and construct a new _____-inch well in the vicinity of the existing well as directed by the Engineer.

The cost of well construction shall be full compensation for materials, equipment, labor, tools, and any incidentals required for completion of the work.

Payment shall be made under the appropriate Contract Lump Sum Price for Well Construction.

CONTRACT ITEM 14000 - WOOD FENCING

The Contractor shall furnish all labor, equipment, and materials necessary to construct a wooden fence as shown on the Plans, specified, and directed by the Engineer.

The work includes all clearing, grading, digging, posts, planks, rails, hinges and other hardware, gates, and all appurtenant work and incidentals for the completion of the work.

Payment shall be made under the appropriate Contract Item Unit Price per linear foot of Wood Fence installed.

CONTRACT ITEM 14001 - WOOD BOLLARDS

The Contractor shall install wood bollards as specified and directed by the Engineer.

The wood bollards shall be constructed parallel to the proposed green vinyl coated fence, inside and a distance of three (3) feet from the fence.

The work shall include all materials, equipment, labor, tests, and any incidentals required for the installation of the wood bollards complete in place.

Payment shall be made at the appropriate Contract Item Unit Price per bollard installed.

CONTRACT ITEM 15000 - GOPHER TORTOISE RELOCATION

The Contractor shall furnish all labor, materials, equipment, and services necessary to relocate Gopher Tortoises as specified and directed by the Engineer.

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Gopher Tortoise Relocation shall be performed in compliance with State of Florida Game and Fresh Water Fish Commission requirements.

The work includes all location, excavation, trapping, relocating, monitoring, maintenance, and all appurtenant work necessary to relocate Gopher Tortoises complete in place.

Payment for Gopher Tortoise Relocation will be made at the appropriate Contract Item Unit Price per Gopher Tortoise relocated.

4/15/98

SPECIFIC PROVISIONS-MASTER

SP-1.01 TRANSPORTATION AND STORMWATER SERVICES (TSS) DEPARTMENT TECHNICAL SPECIFICATIONS:

Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2020 shall be incorporated for construction and materials with the exception of Contractor QAQC requirement.

The following hierarchy of the contract documents shall apply:

The TSS Technical Specifications shall govern, except as noted herein.

In the case of apparent conflict with the project plans, the Specific Provisions shall govern.

SP-2.01 BID ITEMS:

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

SP-2.02 WORK DIRECTIVE CHANGE:

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

Without invalidating the Agreement, certain 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-2.03 LINES AND GRADES:

The General Provisions Section G-8.01 and G-8.02 are revised to read as follows:

G-8.01 General:

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

The Engineer will establish Bench Marks and baseline controlling points only.

G-8.02 Surveys:

The Contractor shall furnish and maintain, with no additional payment, stakes and other such material as may be required for setting reference marks; and shall, with no additional payment, establish all working or construction lines and grades as required from the reference marks set by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer, and shall be solely responsible for the accuracy thereof. The Contractor shall, however, be subject to the check and review of a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer the Engineer.

Pay items requiring survey information, such as embankment or excavation, shall be documented by of a Florida Registered Professional Surveyor and Mapper. In addition, plotted cross sections and quantity computations must be supplied and certified.

Pay items requiring survey information, such as embankment or excavation, shall be documented by of a Florida Registered Professional Surveyor and Mapper. In addition, plotted cross sections and quantity computations must be supplied and certified. All surveys shall be performed using electronic data collection for data acquisition. All drawings shall be submitted in the most current version of AutoCad being used by the COT department requiring the survey. All surveys must meet the 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. All surveys must also meet any standards or specifications which may be included as part of the scope of contract.

SP-2.04 REQUIREMENTS FOR CONTROL OF THE WORK:

Prior to the start of the work included in this contract, a Preconstruction Conference will be held by the Engineer to be attended by the Contractor and representatives of the various utilities and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project. The Contractor shall be prepared for this meeting and shall present a comprehensive construction schedule for all items of work to be accomplished, which will be used as the basis for the development of an overall operational schedule and a list of subcontractors and material suppliers to be used on this work.

All items of work in this contract shall be coordinated so that progress on each related work item will be continuous from week to week. The progress of the work will be reviewed by the Engineer at the end of each week, and if the progress on any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Engineer.

The Contractor shall conduct operations in such a manner as will result in the minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

Access to adjacent residential, public and commercial properties shall be provided at all times during the contract period.

The Contractor shall restore to its previous condition as directed by the Engineer any private property, City property, or utilities damaged by its construction. No payment shall be made to the Contractor for any required restoration of private property, City property or utilities, unless otherwise noted.

SP-2.05 REFERENCE STAKES:

Add the following paragraph to General Provision Section G-8.03:

The Contractor shall, with no additional payment, furnish and install reference stakes at all even and half-stations along the project survey baseline.

These stakes shall be maintained for the duration of construction for the purpose of the Engineer's reference.

SP-2.06 CONTRACTOR'S WEEKLY SCHEDULE:

In order that the TSS personnel may be advised of the work to be performed, the Contractor may be required to submit weekly to the Engineer of its designated representative a schedule indicating the proposed work plan for the

forthcoming week. Such shall be delivered to TSS not later than Friday preceding the work plan week unless other arrangements have been made for this submittal.

SP-2.07 MONTHLY CONSTRUCTION ESTIMATES AND RELEASE OF LIEN:

The Contractor shall prepare on or about the first day of each month an estimate of the work completed in the preceding month. Said estimate shall be prepared on standard forms provided by the Engineer, and three (3) signed originals shall be provided by the Contractor. Any disputed quantities shall be adjusted as directed by the Engineer prior to each partial payment, as provided for in Article 10.05 of the Agreement.

Certification that all subcontractors have been paid for the previous month's work shall be submitted with each partial payment request on forms provided by the Engineer.

An update of the overall project schedule shall be submitted with each partial payment request.

SP-2.08 CONTRACTOR'S REPRESENTATIVE:

Add to Article 8.02 of the Agreement:

"The Contractor shall submit in writing to the Construction Engineer the name of its duly authorized representative who will be present on the job during all work activities and is authorized to make decisions for the Contractor. Any change in the contractor's representative shall require written notification to the Construction Engineer prior to such change".

SP-2.09 NOTICE AND SERVICE THEREOF:

All notices, which shall include demands, instruction, requests, approvals, and claims, shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the Contractor's representative at the construction site or to the office of the Contractor specified in the bid (or to such other offices as the Contractor may, from time to time, designate to the City in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

All notices required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Engineer, 306 E. Jackson St., Tampa, Florida 33602, and any notice to or demand upon the City shall be sufficiently in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Engineer or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor or to its representative at the construction site for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegram) at the time of actual receipt, as the case may be.

SP-2.10 CONTRACTOR'S FIELD OFFICE:

The Contractor will not be required to provide a Contractor's field office.

The Contractor, however, shall have Contract Documents, the latest approved working drawings, standard drawings and a representative of the Contractor available at the site during regular working days.

SP-2.11 ENGINEERING'S FIELD OFFICE:

An Engineering field office shall not be required for this project.

A functional, portable cellular telephone and separate lockable sanitary facilities shall be provided to the Engineer for use throughout the duration of the project.

All costs associated with the cellular telephone (local calls only) and sanitary facilities shall be borne by the Contractor. No separate payment shall be made for these services.

SP-2.12 DAMAGE TO ADJACENT STREETS:

Any streets (including detour routes) consisting of travel lanes, curbs, gutters and shoulders, outside the project area (not designated for construction), which are determined by the Engineer to have been damaged due to negligent construction related operations and/or equipment, shall be restored by the Contractor to its original or better condition without any cost to the City and to the satisfaction of the Engineer.

SP-2.13 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 actions 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-2.14 PRECONSTRUCTION VIDEO:

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.

Payment for this work shall be made under Mobilization.

SP-2.15 PROJECT CLEAN-UP:

Clean-up on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean with debris being removed regularly as the work progresses.

If project cleanliness and/or dust control reaches an unacceptable level in the opinion of the Engineer, the Engineer will notify the Contractor in writing. If the Contractor does not act to correct the situation within 4 hours in the case of dust control or within 24 hours in the case of general cleanliness, the Engineer may call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Contractor via contract change order.

SP-2.16 CITY PERMITS:

The Contractor shall be responsible for obtaining all applicable City permits for this project. These can include but may not be limited to: Right-of-way permit(s), tree removal/site clearing permit(s), and drainage/earthwork permit(s). The Contractor shall supply any required plans or other information to the issuing department.

The time required to prepare, submit, review, and issue the permits shall be included in the contract time and no payment shall be made for any delay incurred by this process.

Cost for obtaining City permits shall be included in the lump sum cost for mobilization (Item No. 101-1), and no separate payment shall be made. Right-of-way permit fee shall be waived by the City.

All subcontractors working on the project shall obtain their own, separate permits as above.

SP-2.17 AS-BUILT PLANS:

The Contractor shall provide the Engineer with "As-Built" plans, as follows:

1. 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 TSS drafting standards, as well as the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Settings shall be as follows: Color: CYAN, Linetype: CONTINUOUS, Font: ROMANS, Layer Name: AS-BUILT, AutoCAD Menu Name: ACAD.MNU, and File Format: AUTOCAD latest version.
2. 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 Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, 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.
3. "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 and shall be clearly shown on the drawing files.
3. The Contractor shall comply with the above requirements and shall submit one check print set 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 or AutoCad Design Web Format and Adobe PDF

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-3.01 STREET CLOSURE AND MAINTENANCE OF TRAFFIC:

A City of Tampa permit for construction and maintenance operations within public Rights of Way will be required for every street, lane, or sidewalk closure within City of Tampa Rights of Way.

These permits will establish the requirements for the closure related to number of lanes and/or time of day lanes or street may be closed. The Contractor shall adhere to the requirements as described in the permit(s).

The Contractor shall furnish and maintain all necessary signs, pavement markings, barricades, lights, and flagmen necessary to control traffic and provide for safety of the public, all in compliance with the current Florida Department of Transportation Standard Plans for Road Construction and the FHWA Manual on Uniform Traffic Control Devices.

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

In cases of closure for street, lane, or sidewalk on the City of Tampa Functionally Classified Network (collectors, minor arterials, and principal arterials), including all State Roads, the Contractor shall provide a maintenance of traffic plan to the City of Tampa, Transportation Division. This plan shall be provided at least seventy-two hours in advance of the closure (excluding weekends) and shall contain the following:

1. Proposed detour routes.
2. Signing of the complete construction area and detour routes.

Advance notice information signs advising the public of scheduled closure of major roadways and/or information signs advising the public of points of closure and detour routes may be required by the Engineer and will be installed at the Contractor's expense.

Payment shall be full compensation for all work, equipment, materials, tools, labor and any incidentals required to maintain safe traffic routes past the work site.

SP-3.02 TRAFFIC INFORMATION SIGNS:

The Contractor's attention is directed to Section 10 of the General Provisions, PROTECTION OF WORK AND PUBLIC, and to the consideration therein for providing informative signs indicating the street closures. It is the purpose of such requirements to adequately inform residents and the general public of the closure thereby creating better understanding and relations during the construction.

Street closure signs shall conform to the configuration and dimensions shown on page SIGN-2 which is hereby made part of these specifications.

SP-3.03 PROJECT SIGN:

The Contractor shall furnish 2 project sign(s) which shall conform to the general configuration and dimensions as per page SIGN-1 which is made a part of these specifications. The sign(s) shall be maintained in good condition until the completion of the project, and shall be located as instructed by the Construction Engineer.

The cost of furnishing and maintaining the signs shall be included in the various contract items and no additional compensation shall be made.

SP-3.04 TEMPORARY SIGNALIZATION:

The Contractor shall furnish all labor, materials and equipment required to provide and maintain operation of temporary signalization during all phases of construction until permanent signalization is installed and functioning properly. If a temporary communications interconnect is required, this will be stated on the signal plans.

The work includes all excavation, backfill, sheeting, shoring, bracing; installation of wood signal poles, guy wiring, signal heads and connecting hardware, span wire, messenger wire, signal cable, electrical service, wire and service

attachment, controller and pole mounted cabinet; relocation of signal equipment during construction phasing; and all other work and hardware incidental to providing and maintaining the operation of temporary signalization.

SP-3.05 NIGHT WORK: (NOT APPLICABLE)

SP-3.06 TEMPORARY TRAFFIC STRIPING: (NOT APPLICABLE)

SP-4.01 DENSITY REQUIREMENTS:

The subgrade, subbase and base densities shall be 98% of the Modified Proctor for all vehicular travel ways. The density requirements for asphaltic concrete and soil cement shall be 96% of the Laboratory Standard Proctor. All other locations shall attain densities of 98% of the Modified Proctor.

SP-4.02 STABILIZATION:

Type "C" stabilization, 12" thick shall obtain a minimum Florida Bearing Value (FBV) of 75 p.s.i.

SP-4.03 SOIL BORING INFORMATION: (NOT APPLICABLE)

SP-4.04 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 its own expense present the above letter and a contour plan of the site to the TSS Construction Engineer for approval of stockpiling site.
 3. At the conclusion of the stockpiling activity, the Contractor shall obtain a signed letter of release from the property owner that he/she is completely satisfied with the stockpiling operation and with the restoration of their property. A copy of the letter shall be furnished to the Engineer.

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 any agreement between the Contractor and private property owner(s).

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, nuisance and does not interfere with the natural surface runoff in the area.

SP-4.05 DEWATERING:

Any dewatering related to this project will not be a separate bid item. The cost shall be included in the price of the facility being installed at that location and/or any related pay items.

SP-4.06 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 City.

SP-4.07 IDENTIFIED AREAS OF CONTAMINATION:

If contamination is encountered, the Contractor shall employ his own firm or subconsultant Contamination Assessment/Remediation Contractor – CAR Contractor to perform contamination assessment and remediation working in the designated contamination areas. Activities may include but not be limited to the following types of work:

- (1) Soil sampling.
- (2) Earth work.
- (3) Operating scientific field testing equipment.
- (4) Installation and operation of equipment for dewatering.
- (5) Installing sheet pile for cofferdams.
- (6) Treatment of water to remove any contaminants.

A staging area may be required to facilitate the CAR Contractor's operations.

Where contamination assessment or remediation work is done simultaneously with the highway construction Contract, the assessment/remediation work period may or may not begin on the day highway construction begins and may or may not be consecutive working days. A schedule to accomplish the assessment/remediation work expeditiously will be established at the preconstruction conference. The Prime and His CAR Contractor will use this schedule as a basis for planning both work efforts. The Engineer must approve any deviation from this schedule before it occurs. Coordinate schedule changes with the CAR Contractor before approval by the Engineer.

Schedule operations to avoid intrusion into the encountered areas or staging areas reserved for the CAR Contractor until the established schedule dictate, unless agreed to by the CAR Contractor beforehand. Provide access to the aforementioned sites at all times during the assessment/remediation work phase. Resume normal operations in the designated area once the contamination is removed and notice to proceed is issued by the Engineer.

Contractor to provide all invoicing (testing, permit fees, application for meter, metering by gallon, soil prep etc.). This will be approved by the City Engineer from the contingency allowance, as encountered and needed.

SP-5.01 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 make every effort to protect all water mains. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Water Department Specifications and Construction Standards, latest edition, at no extra cost to the City, and he shall assure that service is maintained at all times.

The Contractor shall make every effort to protect all sanitary sewer lines. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City Wastewater Department Specifications and Construction Standards, latest edition, at no extra cost to the City.

It will be the Contractor's responsibility to preserve all existing sanitary sewer services without interruption during the construction of storm sewers or the repairs or reconstruction of sanitary sewers.

When the construction of storm sewers, repair or reconstruction of sanitary sewers has been completed, all temporary connections shall be removed. Sewers shall be cleaned of all settled solids.

The cost of handling sanitary sewers during construction, including cost of all labor, materials, and equipment or other items incidental to completing the job, shall be included in the contract price as bid for the contract items and no separate payment shall be made.

It will be the Contractors responsibility to preserve all existing ditches, swales, force main, gravity main, laterals, etc., and other stormwater appurtenances and facilities pertaining thereto whether owned or controlled by City, other governmental bodies or privately owned by individuals, firms or corporations.

Any temporary measures constructed shall first be approved by the Engineer. The cost of such temporary measures shall be included in the contract price bid for storm sewer items and no separate payment shall be made.

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 sewer items and no separate payment shall be made.

Compensation for steel sheeting and shoring furnished, installed and removed shall be paid for as extra work in accordance with Article 7.02, EXTRA WORK, on Page A-18 of the Tampa Agreement when approved for use by the Engineer. Such approval shall be for its use only, and the Contractor shall have full responsibility for the design, installation, and removal of the sheeting and shoring. The Contractor shall obtain the services of a registered Professional Engineer to design and certify the sheeting and shoring plans.

SP-5.02 ADJUSTMENT OF UTILITIES AND PUBLIC SERVICE INSTALLATIONS:

Storm and sanitary sewer manhole covers, valve covers or boxes, water meter boxes, and vaults located within the limits of construction of the pavement or sidewalk area to be constructed, reconstructed or overlaid shall be relocated or adjusted by the Contractor to conform with the new pavement or sidewalk elevation as a part of the work of constructing or reconstructing the pavement or sidewalk and no separate payment will be provided therefor.

Appurtenances of other utilities will be relocated or adjusted by the utility company owning or having jurisdiction over the respective utility.

SP-5.03 REMOVAL OR ADJUSTMENT OF PUBLIC UTILITIES:

The City will make necessary arrangements with public utility owners, other than City of Tampa Water and Sanitary Sewers, for removal or adjustments of existing utilities, whether shown or not shown on the plans, where such removal or adjustment is determined by the Engineer to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor.

Relocations or adjustments requested by the Contractor on the basis of the use of a particular method of construction or a particular type of equipment shall not be considered as being essential to the construction of the project if other commonly used methods or equipment could be employed without the necessity of relocating or adjusting the utility. The Engineer will determine the responsibility for any such adjustment of utilities.

Relocations or adjustments requested for the Contractor's convenience or because of delivery of materials to the job site shall be the responsibility of and at the expense of the Contractor.

The Contractor shall be required to coordinate its activities with relocation work by the utilities. A schedule for relocation work will be presented to the Contractor at the pre-construction conference. This schedule may be

adjusted to "fit" the Contractor's proposed schedule, but it will include periods during which the Contractor's ability to perform work in the relocation area will be limited, with no additional compensation.

SP-6.01 USE OF CITY WATER SYSTEM:

A City of Tampa Water Department portable meter shall be utilized when obtaining water from the City system.

SP-6.02 WATER MAIN CONSTRUCTION AND/OR OFFSET:

The work specified consists of the offset and/or construction of water mains, tees, fittings, valves, valve box, thrust blocks, joint restraints, hydrants, and other related appurtenances in conformity with the location, lines, and grades shown in the plans or as directed by the Engineer. All materials and workmanship shall be in accordance with City of Tampa Water Department Technical Specifications and Construction Standards and Materials Specifications, latest edition and are available from the City of Tampa Water Department.

The Contractor's shall notify citizens subject to interruption of service at least 24 hours in advance. The Contractor is further required to make this notification in writing, providing the following information in addition to the starting time and duration of interruption:

1. Contractor's name, address, and telephone number.
2. Name of Contractor's project superintendent and telephone number(s) which allow 24- hour per day contact.
3. Name of the Engineer and telephone number(s) which all 24-hour per day contact.
4. Name of City of Tampa Water Department Engineer and telephone number(s) which allow 24-hour per day contact.
5. Date and time of notification.
6. A written log of addresses notified.

The written notification should be in such format as to be easily affixed to the structure, such as a "hang tag", should no citizen be in the building at the time of notification.

All newly laid pipe, including fittings and valves shall be pressure tested in accordance with AWWA Standard C 600 and current City of Tampa, Water Department standards. Not less than three (3) days notice shall be given prior to start of such tests, and such testing shall not be included until preliminary testing by the Contractor has indicated that the test section is ready for testing. The schedule and procedures for testing shall be determined by the Contractor and reviewed with the City of Tampa Water Department's Construction Engineer prior to testing.

Concurrently with pressure testing, pipelines shall be subjected to leakage tests. Leakage measurements shall not be started until a constant test pressure has been established in excess of 150 psi and not greater than 190 psi. The duration of each leakage test shall be at least two hours and the test pressure shall be as specified for the pressure tests.

Before the system is put into operation, all potable water mains and appurtenances and any item of new construction with which the water comes in contact shall be flushed, pressure-tested and disinfected. Prior to disinfection, the lines shall have been "pigged" and flushed to remove all sand and other foreign matter. The lines shall be disinfected in accordance with the applicable requirements of AWWA Standard C 601.

Upon completion of the hydrostatic test and disinfection, the Contractor shall contact the City of Tampa Water Department Inspection Division requesting a bacteria test. The Contractor shall install sample taps on the new main and at the end of each new branch of the piping system. The City of Tampa Water Department will pull a water sample on two consecutive days allowing 24-hours for each sample to be analyzed and processed.

If samples do not demonstrate satisfactory results, the disinfection procedure shall be repeated until two (2) consecutive sets of satisfactory samples are obtained. The period between such series of samples shall be a minimum of 24 hours.

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

SP-6.03 WATER SERVICE CONNECTIONS:

The Contractor shall provide all labor, equipment and materials to transfer existing 3/4" (single or dual service), 1", 1 1/2", or 2" meter services to newly installed water mains and/or adjust the location of the meter as shown on the Plans, specified, and directed by the Construction Engineer.

The transfer of existing meter services shall include but may not be limited to, all excavations; dewatering and sheeting and bracing where required or as directed by the Engineer; furnishing and installing steel casing pipe for long-side meter service including jacking and boring casing pipe, if required; making all necessary taps; making all necessary adjustments to relocate the meter and relocating the meter service to a new location, furnishing and installing the appropriate corporation stop, curb stop, pipe couplings, and transition pieces; all copper tubing compacting the excavations; cleaning up and restoring the job site including re-grading the terrain; replacing all galvanized and polybutylene service lines found during construction with new copper service lines.

The Contractor shall provide all new materials for completing transfers unless otherwise directed by the Construction Engineer. The City reserves the right to evaluate each long-side transfer and to declare it as a short-side transfer based on the following criteria:

1. The existing long-side service to be transferred has a service line in an acceptable condition. The existing service line is extended for a distance of 0 to 20 feet as measured horizontally from the point of coupling to the closest edge of the meter box.

When reference is made to short-side or long-side services they shall be defined as:

1. Short-side: A service line installed for a distance of 0 to 20 feet as measured horizontally from the center line of the water main to the closest edge of the meter box.
2. Long-side: A service line installed for a distance greater than 20 feet as measured horizontally from the center line of the pipe to the closest edge of the meter box.

If crossing roadway, Schedule 40 steel or Schedule 80 PVC casing pipe shall be used.

SP-7.01 SANITARY SEWER CONSTRUCTION:

The work specified consists of the construction of sanitary sewer mains, fittings, tees, manholes, and other related appurtenances in conformity with the locations, lines and grades as shown in the plans.

At least 3 weeks prior to construction the Contractor shall notify the Engineer and the City of Tampa Wastewater Department Field Engineering Office (813-274-8070) and supply them with all required shop drawings, starting date, projected schedule and other information as required.

Depending on the type connection, one or more of the following certificates/shop drawings will be required:

1. DIP or PVC certificate of manufacture.
2. Manhole shop drawings and strength report.
3. Frame and cover shop drawings.
4. Flexible coupling shop drawings.
5. Casing pipe certificate.
6. Jacking pit detail.
7. Crushed stone submittal.
8. Valve shop drawing.

9. Manhole drop connection detail.

The Contractor must notify the City Wastewater Department Inspection Division, phone (813) 274-8070 at least five (5) days prior to beginning construction. Prior to construction, all required shop drawings and submittals shall have been approved by the City Wastewater Department. Any materials installed prior to approval of shop drawings or submittals will be removed at the Contractor's expense.

The City Wastewater Department will periodically visit the project site to make a visual inspection of the progress of the work and methods of construction. Upon observation of work not done in accordance with the plans and specifications, the City Wastewater Department will notify the Contractor and TSS Department and require necessary corrections be made or tests performed to assure compliance with the specifications, at no cost to the City.

The City Wastewater Department shall be notified in writing when the sanitary sewer installation is complete. Within two weeks of receiving a written request for final inspection of the completed work, the City Wastewater Department representative shall perform the final inspection and by letter shall notify the Contractor and the TSS Department of the results of the inspection.

The City will require the Contractor to perform the required tests to assure that all pipe installed meets the City's infiltration/ exfiltration rates and/or allowable pressure losses. It is required that the Contractor retain a City Wastewater Department approved test lab to perform go/no-go deflection testing of PVC gravity pipe as specified in the City Wastewater Department PVC Gravity Pipe Specifications. The appropriate tests depend on whether gravity pipe or force main pipe has been installed. The City Wastewater Department inspector shall be notified three working days prior to testing procedures. A letter certifying completion and results of the tests and compliance with City standard must be submitted by the Contractor.

The Contractor shall perform an infiltration/exfiltration test on all gravity sewers and a pressure test on all force mains (as applicable) in accordance with City of Tampa regulations. Said tests are to be certified by an Engineer and submitted to the City Wastewater Department for approval.

Television inspection of gravity lines will be performed by the City. The television inspection shall be done only after the pipelines have passed both leakage and deflection tests and a stabilized base for the television trucks to drive on is established. This final inspection is performed to assure that pipe constructed with changes in slope between manholes (dips) and/or other irregularities are not going to be transferred to the City for ownership and maintenance.

All shop drawings submittals, pipe and other material specifications, required marking of force mains, testing, workmanship, etc., shall be as required by current standards and specifications in use by the City Wastewater Department.

SP-7.02 SANITARY SEWER HOUSE LATERAL EXTENSION: (NOT USED)

SP-8.01 FILLING LOW AREAS WITHIN CITY LIMITS:

The Contractor under Sec. 21-27 (Permit Requirements) of the City of Tampa Code is prohibited from filling any area public or private (except where shown on the construction plans) within the project limits or any where within the City limits without a permit.

For filling and/or grading any area, the owner of such area shall obtain a permit from the Stormwater Management Division, Wastewater Department, City of Tampa. The owner shall submit existing and proposed contour plans of the area to be filled and the adjacent land for determination if a permit could be issued. Drainage patterns can not be altered to the detriment of neighboring property owners or public rights-of-way.

Concurrently the permit application will be reviewed by the Parks Department.

The Contractor shall not deposit any fill material within the City limits without an approved permit. A copy of the permit shall be submitted to the Engineer, by the Contractor prior to any filling or grading operation.

SP-8.02 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 its environmental obligations and responsibilities.

SP-8.03 CONFLICT STRUCTURE: (NOT APPLICABLE)

SP-8.04 REINFORCED CONCRETE PIPE/BOX:

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

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

Unless specified otherwise on plans, or directed by the Engineer, all storm sewer and culvert pipes shall be ASTM Class III, B wall thickness. All steel shall be grade 60.

All joints in elliptical concrete pipe and round R.C.P. shall be provided with filter fabric or concrete jacket as per F.D.O.T. Standard Plans Index No. 430-001 and as directed by the Engineer. Filter fabric shall be provided at all joints, except the last two joints not supported by a structure; these joints shall be provided with a concrete collar.

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

All round and elliptical reinforced concrete pipe and all pre-cast concrete box sections shall be manufactured and installed without lift holes. The Contractor shall install the pipe/box with the use of slings, hooks or other methods approved by the Engineer.

All round and elliptical reinforced concrete pipe shall be manufactured without visible corrugations on the internal wall. Any pipe with visible corrugations on the internal wall shall be rejected.

SP-8.05 CONSTRUCTION OF PAVED SUMP BETWEEN INLET AND EDGE OF PAVEMENT:

Whenever the plans indicate construction of a modified inlet, the Contractor shall construct a standard curb inlet with a concrete apron as shown in the details, the addition of the concrete apron being the only distinction between a standard inlet and a modified inlet.

If the edge of the concrete apron will be located immediately adjacent to the edge of existing asphalt pavement, and that pavement is not to be repaired or replaced as part of the construction, the Contractor shall saw cut the asphalt pavement to provide a neat clean edge and the concrete apron shall use that edge as part of the form.

If the edge of the concrete apron does not touch the edge of existing pavement, the Contractor shall construct a transitional apron, with 3:1 mitered edges, to connect the edge of the concrete apron to the edge of pavement. This transitional apron shall be constructed of the same material composition as the existing pavement.

All costs to construct the required concrete apron and any required transitional apron shall be included in the contract bid item of that modified inlet and no additional payment shall be made.

Wherever the plans indicate an inlet, either curb or grating type, to be placed outside the edge of existing pavement or curb limit so as to be in proper position for future street widening, the Contractor will be required to construct a paved sump between the edge of such existing pavement and inlet opening. The type of pavement for such sump areas shall be similar and equal to that of the adjacent roadway to which it is connected. Payment shall be made under the applicable items for street replacement.

SP-8.06 DRAINAGE STRUCTURES:

1. All inlets and manholes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:

a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12"+ from top of pipe to bottom of top slab, before "stack" is used.

b. The minimum diameter for stacks shall be as follows:

Twenty-four inches (24") for four feet (4') heights, Thirty-six inches (36") for four feet (4') to six feet (6') heights, and Forty-eight inches (48") for heights over six feet (6').

The stacks shall be symmetrical about the openings, five inches (5") minimum wall thickness, reinforced, and keyed (unless constructed of brick) as per the appropriate FDOT standard.

c. The minimum distance between pipe openings shall be nine inches (9").

d. For four-sided structures having openings in one or more corners, individual shop drawings must be submitted for prior approval.

2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct rectangular brick drainage structures (in place of concrete drainage structures), according to the standards specified below:

Brick construction shall be as follows:

a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.

b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.

c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.

d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).

e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.

f. All brick structures shall be plastered smooth inside and outside with 1/2" thick, 1:2 (Portland cement-sand) mortar.

- b. Four-side structures may be considered as an alternate to circular structures, but not the reverse.
- c. For City type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use 3'x4' (inside dimensions) substructures. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
- d. When circular structures are precast in accordance with ASTM C478, the following limitations will apply:
 - (i) Maximum inside diameter shall not exceed 96".
 - (ii) Minimum wall thickness for 42" and 48" diameter substructures shall be 6"; 7" for 72" diameter, 8" for 84" and 96" diameters.
 - (iii) Vertical reinforcement in walls shall be equal in area to the required circumferential reinforcement area. Reinforcement spacing shall not exceed 12" O.C. in either direction.
- e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.
- f. Contractor shall submit shop drawings only as specified below:
 - (i) One each-typical for different type of structures.
 - (ii) For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.
- g. No compensation shall be paid to the Contractor for precast drainage structures which are unusable due to site conditions or changes in plans.
- h. Provide material testing acceptance reports by a licensed private laboratory verifying:
 - (i) That the structures were constructed in accordance with detail shown on the plans and/or typical Drawings.
 - (ii) Specific reference shall be made to the exact design criteria adhered to; if more than one, identify which criteria applies to which structures.
 - (iii) Identify the project title, project number, file number, date cast, structure, plan sheet number and station.
 - (iv) Reinforcement size, spacing, amount and cover.
 - (v) Concrete placement, curing and strength.
 - (vi) The testing laboratory stamp shall be placed on each structure prior to shipment.
- 11. All manhole and inlet structures shall be set on a minimum of a six inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the plans or specifications or unless the Engineer determines a thicker layer is required due to soil and/or water conditions.

Payment for the six inch thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be from the Selected Bedding Material (Stone) pay item, if available, or as extra work.

SP-8.07 RIP-RAP:

Bags made from synthetic fiber or material shall not be used for sand-cement rip rap. The preferred bag material is jute.

Filter fabric shall be placed behind (adjacent to the soil) wherever rip rap is constructed.

SP-8.08 STANDARD FOR FILTER FABRIC:

Unless specified otherwise on the plans, filter fabric shall be nonwoven fabric per F.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-8.09 CONNECTION TO EXISTING INLET OR MANHOLE:

The Contractor shall furnish all labor, equipment and materials required to connect the proposed pipeline into existing inlet or manhole as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, dewatering, breaking into the existing structure, closing of the existing slot, removal and disposal of rubble and excess materials, installation of storm sewer pipe, sealing the voids around the pipe, backfilling, compacting and all other work incidental to connection to existing inlet or manhole.

Payment shall be made under:

SP-8.10 EROSION CONTROL PLAN:

In addition to the requirements of Section 104, the Contractor shall be required to submit an erosion control plan to the Engineer at the time of the preconstruction conference. The erosion control plan shall indicate in detail all measures proposed by the Contractor to meet its erosion control obligations, including all items required to meet permitting conditions for the project. Any phasing of the erosion control plan shall also be shown.

The cost of providing, revising and updating the erosion control plan shall be included in the unit costs of the various contract items and no separate payment shall be made.

SP-8.11 CONCRETE STRUCTURES AND CONCRETE BOX CULVERTS: (NOT APPLICABLE)

SP-8.12 DRAINAGE STRUCTURE AND PIPE BEDDING:

The Contractor shall furnish and install a two-foot thick foundation rock bed consisting of #57 FDOT stone under all stormwater inlets, manholes, and mitered end sections. Foundation rock shall be fully wrapped with filter fabric.

The Contractor shall furnish and install pipe bedding consisting of #57 FDOT stone or other crushed stone material as approved by the Engineer under all stormwater pipes 30 inches in diameter or greater and under all equivalently sized elliptical stormwater pipes. Bedding material shall extend below and beside the pipe as shown in the typical section of the plans, and shall be fully wrapped with filter fabric.

Payment shall be full compensation for all materials, equipment, labor, and any incidentals necessary for placement of the foundation rock and/or pipe bedding. Payment for the furnishing and installation of filter fabric shall be included in the unit price bid for bedding material.

SP-9.01 EXISTING SIDEWALKS, DRIVEWAYS AND PARKING AREAS:

The Contractor shall meet existing sidewalks, driveways and parking areas (concrete or asphalt) when possible with the proposed street replacement. At locations where existing sidewalks and driveways are not at the same

elevations as the new grades, the Contractor may be required to reconstruct a portion of the sidewalk or driveway as directed by the Engineer. (When existing driveway is of asphalt type, a base of 6" thickness shall be constructed with a 1" thick asphaltic concrete surface course.)

Payment will be as per the applicable contract unit bid prices for concrete sidewalk 4", concrete driveway 6", 6" base, and asphaltic surface course. There will be no payment if existing sidewalks or driveways must be reconstructed due to negligence of the Contractor.

SP-9.02 PRIME/TACK COAT:

The bid unit prices for Asphaltic Concrete shall include the bituminous material for prime/tack coat.

SP-9.03 PAVEMENT REPLACEMENT AND TOTAL RESTORATION:

No partial payment will be made for drainage structures, i.e., manholes, inlets, outfall structures, etc., and sanitary sewer, water or other reconstructed facilities until the total street replacement and complete restoration have been finished and accepted.

The limerock base shall be sealed and covered in accordance with F.D.O.T. Specifications, Section 300-2.2. Bare sand cover material will not be allowed unless the surface paving is scheduled and committed to be done no later than one week after the sealing. The Contractor shall keep the cover material surface in good condition and will not receive extra compensation for the cover material.

SP-9.04 CONCRETE CURB OR CURB-AND-GUTTER:

Expansion joints in concrete curb or curb-and-gutter shall be placed at all inlets, radius points, horizontal and vertical points of intersection (P.I.'s), and as otherwise directed by the Engineer. They shall be located at intervals of 100 feet between other expansion joints or ends of a run.

SP-9.05 ASPHALT LEVELING COURSE:

The Contractor shall provide Superpave Asphaltic Concrete Leveling as directed by the Engineer. This item shall be used on an as-needed or contingency basis, and shall be furnished and installed by the Contractor at a unit price per ton.

SP-9.06 PAVEMENT MIX DESIGNS:

The Contractor shall submit to the Engineer a mix design which has been approved by the FDOT within the previous twelve months, and which has been assigned an FDOT Quality Assurance Number, for each type of asphaltic pavement to be used on the project. The Engineer may, at its discretion, approve mix designs not meeting the above stipulations.

SP-9.07 USE OF RECLAIMED ASPHALT: (NOT APPLICABLE)

SP-9.09 PEDESTRIAN RAMPS:

All pedestrian ramps constructed in new sidewalk under Section 522 of the Standard Specifications shall comply with FDOT STANDARD PLANS Index No. 522-002 and 522-001, except that Detectable Warning Strips, a.k.a., domes, shall be provided by vendors/manufacturers that are on the FDOT's Qualified Products List (QPL).

SP-10.01 GRASSING AND/OR SODDING:

Lawn, road shoulders, and all areas that do not have well established grass at the time of construction and are disturbed during construction may be grassed, as directed by the Engineer. All areas shall be properly prepared by

removal of construction debris and rocks, and soil preparation and fertilization or placement of topsoil as directed by the Engineer. Lawn, road shoulders, and other locations where construction shall occur that are well maintained and show healthy grass at the time of construction, or where otherwise directed by the Engineer, shall be sodded with either Pensacola or Argentine Bahia Type or St. Augustine type sod as applicable.

All areas that have a potential for being eroded by flowing surface water shall be sodded as directed by the Engineer including 2' adjacent to the new pavement edges.

SP-10.02 TREE REMOVAL: (NOT APPLICABLE)

SP-10.03 LIVE OAK TREES: (NOT APPLICABLE)

SP-10.04 ROOT PRUNING: (NOT APPLICABLE)

SP-10.05 TRANSPLANTING TREES: (NOT APPLICABLE)

SP-10.06 RESTORATION OF LANDSCAPING WITHIN RIGHT-OF-WAY:

The Contractor shall remove any shrubbery, trees less than 5 inches in diameter, other landscaping, walkways, planters, other landscaping, and irrigation systems which are in conflict with the proposed construction. These items shall be restored, relocated, and/or reconstructed as shown in the plans or as directed by the Engineer.

Cost of removing, restoring, relocating, and reconstructing the above items shall be included in the lump sum price for Clearing and Grubbing, and no separate payment shall be made.

SP-10.07 TREE PROTECTION:

Tree barricades shall be constructed and maintained at trees indicated on the plans as "to be protected" and/or as directed by the Engineer. Generally, barricades are to be placed ten (10) feet from the trunk of each protected tree.

Barricades shall be constructed of commercially available pine lumber, as follows: Vertical members shall be 2" x 2" or larger, generally spaced twelve (12) feet apart. Horizontal members shall consist of one (1) 1" x 2" board.

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

Payment for tree protection and tree cutting or trimming shall be included in the lump sum price bid for mobilization and/or clearing and grubbing and no separate payment shall be made.

SP-10.09 TREE TRIMMING:

In addition to Tree Trimming required in the FDOT Standard Specification Section 110, the Contractor shall trim tree limbs and shrubbery to a height of 8 feet above sidewalks and to the right-of-way in the project area, and as directed by the Engineer.

Cost of trimming and disposal of these items shall be included in the lump sum price for Clearing and Grubbing, and no separate payment shall be made.

SP-11.02 USE OF EXPLOSIVES: (NOT APPLICABLE)

SP-11.03 EXISTING PUBLIC FACILITIES:

Existing public facilities that are removed by construction operations under this contract shall be replaced by the Contractor to City of Tampa specifications. These items shall include all public benches, light poles, shelters,

roadway signs, etc., and replacement of these items shall be considered incidental to the cost of construction and no separate payment will be made.

SP-11.04 METAL PRODUCTS:

All metal products incorporated into the project must be tested by and found to conform to applicable specifications by an approved private testing laboratory prior to use on the project. These acceptance reports must also be made available to the Construction Engineer and to be placed in its office file prior to use on the project.

SP-11.05 WATER FOR DUST CONTROL: (NOT APPLICABLE)

SP-11.09 CONCRETE BLOCK RETAINING WALLS WITH CONCRETE FOOTING: (NOT APPLICABLE)

SP-11.10 MAILBOX RELOCATION:

All mailboxes within the limits of construction shall be removed and reset or relocated to allow access for mail delivery as directed by the Engineer.

SP-11.11 SIGNALIZATION CONDUIT:

Payment for "Conduit Under Pavement" shall be made for any conduit placed in an area outside the limits of clearing and grubbing and which requires pavement removal and restoration, whether the pavement is flexible (asphalt) or rigid (concrete). Payment for backfill, compaction and pavement restoration shall be included in the unit price for Conduit Under Pavement, and no separate payment shall be made.

Payment for "Conduit Underground" shall be made for any conduit placed in an area which does not require pavement restoration, or which is within the limits of clearing and grubbing. Payment for backfill, compaction, and non-pavement surface restoration shall be included in the unit price for Conduit Directional Bore, and no separate payment shall be made.

Any conduit described as "Additional Conduit" shall refer to conduit placed in the same trench as other conduit, whether it is "Under Pavement" or "Underground".

SP-11.12 RESTORATION OF MONUMENTATION:

The Contractor shall, with no additional payment, re-establish any permanent survey or mapping monumentation which is disturbed or destroyed in the course of the construction project.

SP-11.13 INSTALLATION OF SIGNALIZATION POLES AND MAST ARMS:

The Contractor shall install traffic poles and mast arms as indicated in the plans and as directed by the Engineer.

Nuts, bolts, washers and any incidental hardware required for attachment of the poles to the foundations shall be furnished by the Contractor.

The Contractor shall furnish and install the concrete base and install the pole and mast arm assembly.

Payment shall be full compensation for all work, equipment, tools, hardware, labor and any incidentals required to load, pick up, deliver and install the pole and mast arm assemblies.

SP-11.14 SIGNALIZATION CONTROLLER AND CABINET:

The Contractor shall provide the signalization controller and cabinet for installation. The controller and cabinet shall include the actuated solid state controller assembly, loop detectors, telemetry transceiver, the standby system relay, internal wiring and all required internal appurtenances. .

The Contractor shall construct a concrete base for a Type V cabinet, shall install the controller and cabinet on the slab and shall connect all external signalization wiring to the controller for operation.

Payment shall be full compensation for all work, equipment, tools, labor and any incidentals required to install the controller and cabinet.

SP-11.15 VEHICULAR TRAFFIC SIGNAL ASSEMBLIES:

All LED's incorporated in signal displays shall be manufactured with "Al InGap" technology.

SP-11.16 CONTINGENCY ALLOWANCE:

Payment from the City Contingency Allowance shall be made only at the direction of the Engineer under:

Item No. 999-25 Initial Contingency L.S.

S-1.01 GENERAL

The Specific Provisions are intended as modifications or supplements to Instructions to Bidders, General Provisions and Agreement.

This is a contract for the City of Tampa's Water Department for the construction of water mains. The work will be located in many portions of the City's service area. A set of plans will be provided.

The City of Tampa reserves the right to require the Contractor to change his "Contractor Superintendent" at any time.

S-2.01 DEFINITIONS

Add or amend the Definitions in Article 1.02 of the Agreement to these documents as follows:

“Department”: “Whenever the word "Department" is used in the Contract Documents, it shall mean the "City of Tampa Water Department".

“Owner”: as it is referred to in the Technical Specifications shall mean the City of Tampa Water Department.

“Red-line Drawing”: refers to drawing maintained by the Contractor depicting changes (as constructed) from original plans.

S-5.01 LICENSES AND PERMITS

If not previously acquired by the Department, the Contractor must obtain at his own expense, all construction-related permits, licenses, or other legal authorization necessary for the execution of the project. Where applicable (project results in one acre or more of disturbed earth) the Contractor shall file a Notice of Intent (NOI) to access the generic National Pollutant Discharge Elimination System (NPDES) permit administered by the Florida Department of Environmental Protection (FDEP). All document preparation, monitoring, reporting and other compliance with the NOI requirements shall be the responsibility of the Contractor.

The Contractor must comply with all regulations, building and construction codes as may be required by law. Copies of all permits must be kept at the job site during construction. The Contractor shall comply with all the terms and requirements of the permits and will be held liable for the violation of any and all such permits.

The contractor shall obtain a City of Tampa right-of-way permit and/or other jurisdiction(s) as applicable. The Contractor shall provide traffic control plans to all right-of-way owners as required.

The City will obtain Florida Department of Transportation (FDOT) and Hillsborough County permits which, after turned over to the Contractor, the Contractor will be responsible for modifying the permit to contain their specific Maintenance of Traffic (MOT) design.

In addition to the license requirements of the Instructions to Bidders and as stated above, the Contractor or Subcontractor performing the work on any water/reclaimed water systems must hold a current State Underground Utility and Excavation Contractor License issued by the Construction Industry Licensing Board of the State of Florida.

Building a Better Tampa

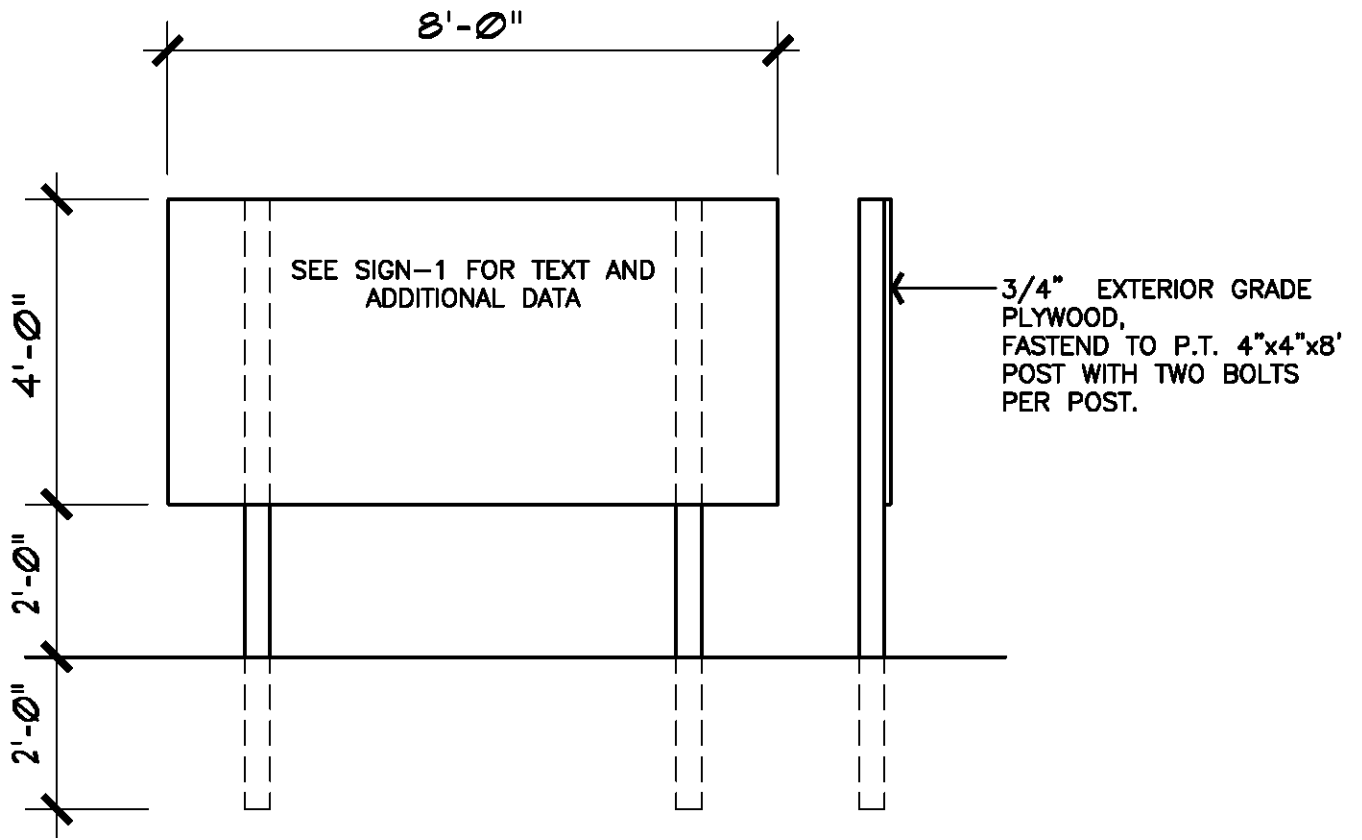
Downtown Riverwalk

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

Scheduled for completion in October, 2012



**For information call:
(813) 635-3400**



S-7.01 WORK DIRECTIVE CHANGE

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

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

S-14.01 LAYOUT DATA

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

S-15.01 CONFLICTS WITH PROPOSED WORK

It shall be the Contractor's responsibility to alert the Engineer to any conflicts or potential conflicts with the proposed work the day they are discovered, including but not limited to conflicts with existing utilities. Failure of the Contractor to review the job site and alert the Engineer to any conflicts shall relieve the Department from compensating the Contractor for any cost arising from any remedial action necessary to resolve conflict with the proposed work.

S-15.02 EXISTING UTILITIES

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

S-16.01 TEMPORARY FACILITIES AND CONTROLS

A) Temporary Water Supply

As per Section G-7.01 of the General Provisions, temporary water required by the Contractor for the construction under this Agreement will be furnished by the City from the existing water system. The Contractor shall request temporary hydrant meters with backflow prevention devices when connecting to existing water system hydrants.

A minimum of two business days are required to process temporary hydrant meter application. A security deposit for the meter is required. The deposit will be returned when the meter is returned to the City. City Crews will install the meter with backflow-preventer on the hydrant. The Contractor shall make any necessary water supply connections at his own expense at a point designated by the City. The connections shall be maintained by the Contractor, who shall furnish all pipe, valves, and such other equipment as necessary. Temporary piping may run above ground, if done safely at the discretion of the Engineer. Otherwise, it must run underground and in such manner as to meet the approval of the Engineer. Temporary water shall only be used for approved purposes.

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

B) Temporary Sanitary Facilities

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

S-17.01 MAINTENANCE AND RESTORATION OF JOB SITE

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

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

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

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

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

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

The Contractor shall not exceed 1,000 LF and/or 3 consecutive blocks (or as directed by the Engineer) of uncompleted restoration and/or construction. This includes, but not limited to hydrants, structural pavement, sod, concrete, meter service transfers / installations, and other required incidentals to complete pipeline construction.

S-18.01 CONTRACTOR'S SCHEDULE

The Contractor shall submit a weekly schedule to the Construction Engineer. The weekly schedule shall indicate his proposed water work plan for all outstanding projects in the forthcoming week. Such shall be delivered to the Construction Services office at 26th Avenue by noon of each Friday preceding the work plan week unless other arrangements have been made for this submittal.

S-19.01 USE OF EXPLOSIVES

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

S-20.01 SANITARY HOUSE CONNECTION CONFLICTS

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

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

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

Additional compensation for damaged lateral replacement is contingent upon Contractor compliance with Sunshine State One Call of Florida (SSOCOF) guidelines for excavating. If determined that the Contractor's excavation was not in compliance with SSOCOF Guidelines, additional compensation will not be allowed for the lateral replacement.

Where laterals not denoted on plans nor field located, it shall be contractor responsibility to locate and avoid sewer laterals. Payments of sewer laterals may be authorized by Engineer where conflict of sewer laterals cannot be avoided.

Get who is the contact for wastewater. Ask if Laterals have to be requested in order to be marked.

S-23.02 PIPE INSTALLATION VIA HORIZONTAL DIRECTECIONAL DRILLING (HDD)

1.0 General

Directional drilling method is a multi-stage process that involves site preparation and restoration; equipment set-up; drilling a pilot hole as shown on an approved pilot bore plan, then enlarging the pilot hole to not larger than 1.5 times the outer diameter of the pullback pipe or pipe joint/coupling; and then pulling the product back through the drilled space. Installation shall be in accordance with the approved NASTT “HDD Good Practices Guideline, latest edition.

The General Contractor shall submit experience record, any design exception prior to installation, testing and disinfection plan, shop drawings (including not limited to all pipe, fittings, restraint joints and appurtenances), working drawings, bore plan, and records drawings to the City for review and approval.

The recommended Safe Pulling Force shall be supplied by the pipe manufacturer. The HDD Contractor shall utilize appropriate instrumentation to insure that these loads are never exceeded.

The HDD Contractor shall have a minimum of three (3) years of experience and be licensed to provide trenchless services with the specified technology involving work of a similar nature. River crossing installations and cable or phone duct installations are not considered similar installations due to the significantly different techniques involved. Only experienced personnel shall be used to install pipe. This includes the foreman, drill technician, and locator. A competent and experienced supervisor for the HDD Contractor must be present at all times during the actual drilling operations. A responsible representative who is thoroughly familiar with the equipment and type of work to be performed must be in direct charge and control of the operation at all times.

The HDD contractor shall have all applicable permits in hand prior to construction and all work shall be performed in the presence of the City representative.

1.1 Responsibility

The HDD Contractor shall be full responsible to perform the directional drilling work in strict conformance with the requirements of the agency in whose right-of-way or easement the work is being performed. Any special requirements of the agency such as insurance, flagmen, etc., shall be strictly adhered to during the performance of work. The special requirements shall be performed by the Contractor at no additional cost to the Owner.

It will be the Contractor's responsibility to locate all nearby utilities (including water/sewer service laterals) or other subsurface obstructions that may interfere with the work by contacting Sunshine One Call, excavating windows along the pipeline drill alignment, or other means.

All exploratory, entrance, exit and slurry pits shall be restored by the Contractor to the preconstruction condition or better at no additional cost. Care shall be taken to avoid unnecessary construction equipment traffic on sidewalks, driveways and green spaces. Damage to these areas shall be repaired by the Contractor, at his expense.

2.0 Directional Drilling Operations

The Directional Boring operation is to be operated in a manner to eliminate the discharge of water, drilling mud, and cuttings to nearby water bodies or to the land areas involved during the construction process.

- i) Pipe shall be handled, stored and joined in accordance with manufacturer and City specifications.
- ii) Survey and staking
 - a. Survey the entire drill path with entry and exit stakes placed at the appropriate locations as indicated on the drawings. A pipe marker (example PVC pipe/conduit) shall be inserted by the HDD Contractor at the beginning and end of each horizontal directional drill (HDD). The HDD Contractor shall provide a report and bore log, certified by an authorized company representative, to the Engineer for Construction indicating the horizontal and vertical location every 10 linear feet or less along the pipe.

iii) Excavation

- a. Required directional drilling pits shall be excavated and maintained to minimum dimension. Said excavations shall be adequately barricaded, sheeted, braced and dewatered, as required, in accordance with the applicable portions of these Specifications;
- b. Excavation adjacent to the road pavement shall be performed in a manner to adequately support these facilities;
- c. Pre-excavate pipe entry and receiving areas to provide a gradual entry of the pipe without stress to the pipe or joints and to allow free movement into the bore hole at an acceptable depth. Carefully guide pipe in such a manner as to avoid deformation of, or damage to, the pipe. Do not use chains, cables or hooks inserted into the pipe ends. Handle the pipe in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Slings or pipe rollers shall be used for pipe assembly during final product pull back.

iv) Guidance System

The guidance system shall:

- a. use an electronic “walkover” tracking system, a Magnetic Guidance System (MGS), or a proven gyroscopic probe and interface for a continuous and accurate determination of the location of the drill head during the drilling operation;
- b. be capable of tracking in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction);
- c. be capable to be remotely steered and permit electronic monitoring of tunnel depth and location;

- d. be accurate and calibrated to the manufacturer's specifications of the vertical depth. The system shall be accurate to within 2% vertically and two feet horizontally.

- v) Every effort shall be made to maintain pipe installations at the proper alignment and at a depth of 42 inches (minimum) for potable water. Where deeper installations are shown on the plans, or required by the Owner, the HDD Contractor shall make such adjustments without additional cost to the Owner. Deviations from the plans may be made ONLY with the approval of City.

- vi) The drilling mud shall be bentonite slurry or approved equal and shall be contained and disposed of in accordance with state/federal regulations and permit conditions. The Contractor shall install erosion and sedimentation control measures including, but not limited to, straw bales to prevent drilling mud from inadvertently spilling out of the entrance/exit pit and pressure relief vents.

- vii) The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, frac-outs, movement or distortion of surface features (include not limited to driveways, sidewalks, roads, etc.). If unexpected subsurface conditions are encountered during the bore, the procedure shall be stopped. The installation shall not continue until approval has been given by the City.

- viii) Equipment shall be fitted with a permanent alarm system capable of detecting an electrical current. The system shall have an audible alarm to warn the operator if the drill head contacts electrified cables.

- ix) Drill the pilot bore on the bore path with no deviations greater than 4% of the depth over the length of the bore. In the event that the pilot does deviate from the bore path by more than 4% of depth over the length of the bore, the pilot must be pulled back and re-drilled from a location along the bore path before the deviation. The Contractor shall provide a means for accurately verifying the location of the pilot bore at certain points throughout the bore, when electronic detection alone is used, such device shall be accurate within 2 inches.

- x) Upon completion of the pilot hole, submit a set of as-drilled records showing the pilot bore path plan and profile, as well as all directional survey reports as recorded during the drilling operation. Upon written approval (including time and date) by the Engineer of Record of the pilot bore location, back reaming (enlarging) of the bore opening can begin. Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of boring. As built drawings in AUTOCAD format with x, y, z coordinates of the pipe shall be certified by the Contractor for accuracy and shall be provided to the Engineer within 48 hours after completion of the boring (see as-built plan provision).

- xi) The carrier pipe shall be pulled back through using the wet insertion construction technique. At the HDD Contractor's option, the pipe may be installed ballasted with water during installation.

- xii) When back reaming, the bore hole shall not exceed 1.5 times the outside diameter of the pipe or pipe joint/coupling for pipe up to 12 inches in diameter. For greater than 12 inch diameters the bore hole shall not exceed the maximum outside diameter of the pipe, plus six inches.

- xiii) All nonmetallic pipes shall be installed with two insulated 10 gauge hard drawn copper clad steel core locating wires per City specifications. A continuity test shall be performed by the HDD Contractor in the presence of the City's representative. Wires shall be installed on terminal water lines leading to fire hydrant. Access to tracer wires at the hydrant valve shall be provided when the hydrant is more than 10 feet from the water main.

- xiv) The annular space between the pipe and the bore hole shall be filled with an approved material (Bentonite or equal) to support and stabilize the pipe. If pressure grouting is used, caution should be exercised to insure that excess grout pressure does not distort or collapse the pipe.

- xv) Pipe shall be installed in a manner that will insure that external loads will not subsequently cause a decrease of more than five percent in the vertical cross-section dimension. When changes in direction are necessary, these shall be accomplished gradually such that the ratio of bend radius to nominal pipe size is not less than 300.

- xvi) In the case of a pull-back where the bore will be abandoned, the HDD Contractor shall inject an approved grout into the annular space. This action will be in conjunction with the removal of the bore tool to insure against collapse of the cover material

2.1 Reference Documents

Florida Department of Transportation (FDOT) Utility Accommodation Guide

National Utility Contractor's Association (NUCA)

North American Society for Trenchless Technology (NASTT)

Plastic Pipe Institute (PPI)

S-25.01 REQUIREMENTS FOR CONTROL OF THE WORK

Prior to the start of the work included in this contract, a preconstruction meeting will be held by the Engineer to be attended by the Contractor and representatives of the various utilities and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project. The Contractor shall be prepared for this meeting. He shall provide the baseline schedule for all items of work to be accomplished by him, which will be used as a basis for the development of an overall operational schedule, key and emergency contact list, and submittal log.

For construction progress schedule and requirements for control of the work the contractor shall provide initial baseline schedule by work order for review and approval by the Engineer, project schedule of values--stated as contract pay items, three-week look ahead schedule weekly at progress meetings, updated progress schedule with monthly pay applications

The progress of the work will be reviewed by the Engineer at the end of each week against the approved official schedule for that work order. The Contractor shall conduct his operations in such a manner as will result in a minimum of

46th Street from SR 580 (E Busch Blvd) to SR 582 (E Fowler Ave.) FDOT LAP inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require as determined by the Engineer.

S-26.01 ENVIRONMENTAL PROTECTION

The Contractor will be held liable for the violation of any and all environmental regulations and permit conditions. Violation citations related to environmental regulations and permit conditions 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.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters and vegetation and afford the neighboring community the maximum protection during and upon completion of the construction. The Contractor shall comply with Article 14.01 of the General Provisions and submit a plan to the Engineer for review and acceptance prior to implementation of the plan. Such plan can be combined with other control plan submittals and shall address protective measures to be taken along the route during pipeline construction.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, ponds and other water sources with fuels, oils, bitumen, calcium hypochlorite (HTH) or other harmful materials. He shall conduct and schedule his operations so as to avoid pollution or siltation of streams, lakes, etc., including the use of silt barriers, straw bales or other related control methods, as outlined in the FDOT Standard Specifications. Where there is a high potential for erosion, the Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable. Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

S-27.01 USE OF PRIVATE PROPERTY

In accordance with Section 10, Paragraph G-10.07 of the General Provisions, all construction activities required completing this project in accordance with the plans and specifications shall be confined to public rights-of-way, unless the Contractor makes specific arrangements with private property owners for his use of their property. The City assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting the work areas on this project.

S-28.01 TREE REMOVAL

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

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

S-29.01 STANDARD DETAILS

In addition to the various details applicable to the project included in the plans, there are Standard Details of the City of Tampa Water Department that shall apply to this work. The details that are to supplement those shown in the plans are included herein.

S-30.01 MAINTENANCE OF CONTINUOUS WATER SERVICE

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

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

S-31.01 SHUTDOWNS

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

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

At the pre-construction meeting to be held by City (as required), the Contractor will be notified of the policies and procedures for coordination with City of Tampa Water Department on shutdowns.

S-35.01 PROJECT SIGN

At the direction of the Engineer, the Contractor may be required to furnish and install a project sign for each work order. The Engineer shall also delineate the location and orientation for the sign. The sign shall satisfy all provisions of the Contract documents and compensation will be as outlined in the appropriate pay item descriptions. The Contractor may be required to re-letter and reuse an existing sign from a previous work order.

S-40.01 AS-BUILT PLANS

During construction, installation and testing, records shall be created and maintained of all work performed. All changes or adjustments (red-lines) made in the work should be incorporated into the As-Built.

The City will provide the Contractor with the approved contract drawings in AutoCAD Civil 3D for use in creating the As-Built. The Contractor/Surveyor is responsible and shall verify the AutoCAD version to be utilized with the City prior to starting the survey for the record drawings.

A) AutoCAD drawing requirements

- i) The As-built shall be geo-referenced to the Florida State Plane Coordinate System, Traverse Mercator, West Zone of 1983 in feet (NAD 83-90 FT). All vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88),
- ii) All x, y, and z coordinates [Easting (x), Northing (y), and Elevation (z)] shall be shown to two decimal (0.xx') accuracy.
- iii) All drawing revision shall be consistent in style, color, line weight, font, symbol and layer with the original construction documents.

B) As-Built requirements

The As-Built shall indicate the pipe size (diameter), material type, and AWWA/ASTM/ASNSI classification. It also shall include the x, y, and z coordinates at:

- i) All water fittings,
- ii) Water meter service (corporation stop, center of meter box top, center of housekeeping pad if applicable),
- iii) The operating nut of all valves and hydrants,
- iv) Top of pipe for one side where the pipe goes into the valve spigot,
- v) Top center of pipe at no greater than every fifty (50) feet interval along all water pipelines (transmission and distribution) including the beginning and ending connection points to the TWD water system,
- vi) Top center of the casing ends for pipes installed via Jack and Bore construction method,
- vii) Top center of the pipe at all excavated locations for pipes installed via pipe bursting,
- viii) Top center of the pipe at the limits and all excavated locations of the abandoned pipe method of abandonment must also be provided on the As- Built,
- ix) The pipe locations as contained in the bore log for pipes installed via Horizontal Directional Drill (HDD). Bore log must also be submitted.
- x) Other utilities found not shown on approved constructions plans,
- xi) Cross-section details where utilities cross.

C) Deliverables

As-Built shall be signed and sealed by a Florida registered Surveyor and a Florida registered Engineer (Digitally signed and sealed is acceptable). The page size shall be 11" x 17".

1) Partial Submittal for DEP clearance:

Prior to connection to City water distribution system, all installed mains shall be cleared to meet DEP clearance requirement. The contractor shall provide a partial As-built plan set at the same scale as the construction plans to the City.

DEP partial submittal shall include:

- i) One (1) Signed & Sealed Hard Copy of Partial Plan Set
- ii) One (1) Electronic Copy in Portable Document Format (PDF) of partial As-Built drawing;
- iii) One (1) unlocked AutoCAD (Civil 3D preferred) drawing electronic file (.dwg format) with an updated and accurate pipe network(s) that depicts field conditions.

2) Final Submittal

The Contractor shall submit one check set of the cumulative partial of As-Built plans at the same scale as the constructions plans and all supporting data files to the Engineer for review within three (3) weeks of substantial completion. Final payment for 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 submittal.

The final submittal shall include:

- i) One (1) unlocked AutoCAD (Civil 3D preferred) As-Built drawing electronic file (.dwg format) with an updated and accurate pipe network(s) that depicts final field conditions,
- ii) One (1) Electronic Copy in Portable Document Format (PDF) of As-Built drawing,
- iii) One (1) Signed & Sealed Hard Copy.

S-50.01 HYDROSTATIC TESTING

1. Pressure Testing

All newly laid pipe, including fittings, valves and service lines shall be pressure tested in accordance with latest version of AWWA Standard C600 (for Ductile Iron Pipe) and C605 (for PVC) and these documents where applicable.

The Contractor shall provide all necessary equipment and instrumentation (pressure gauges, volume gauges, hoses, pumps, test pipe, test fittings, etc.) required for flushing and testing of the piping systems. Pressure gauges shall be marked in graduated increments that do not exceed 2 pounds per square inch. Gauges used to measure the volume of water necessary to raise post-test line pressure back to the highest pressure achieved during the test duration will be

46th Street from SR 580 (E Busch Blvd) to SR 582 (E Fowler Ave.) FDOT LAP marked in graduated increments which do not exceed 5 ounces. If requested by the Engineer, the Contractor shall furnish to the Engineer certified test data for the pressure gauges and recorders used on hydrostatic equipment. Water for test purposes will be supplied by the Contractor. Tests shall be made in sections not to exceed 1/2 mile. Testing shall be conducted in the presence of and to the satisfaction of the Engineer as a condition precedent to the approval and acceptance of the system. Not less than 3 working days a written request shall be given prior to start of such tests, and such testing shall not be scheduled until preliminary testing by the Contractor has indicated that the test section is ready for testing. The written request shall include bacteriological test date, partial as-built depicting chlorine injection point(s), sample point(s), and pipe length totals. The schedule and procedures for testing shall be determined by the Contractor and reviewed with the Engineer prior to testing.

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

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

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

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

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

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

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

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

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

2. Leakage Tests for Pipelines

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

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

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

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

$$L = \frac{SD\sqrt{P}}{148,000}$$

Where:

L= testing allowance (makeup water), in gph

S= length of pipeline tested, in feet

D= nominal diameter of the pipe, inches

P= average test pressure during the leakage test, in psi (gauge)

For PVC, the maximum allowable limits for Leakage shall not exceed the number of gallons per hour (gph) as determined by the formula:

$$Q = \frac{LD\sqrt{P}}{148,000}$$

Where:

Q = Quantity of makeup water, allowable leakage, in gph

L = Length of pipe section being tested, in feet

D = Nominal diameter of pipe, in inches

P = Average test pressure during the test, in psi (gauge)

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

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

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

S-50.02 DISINFECTION AND BACTERIOLOGICAL TESTING

A. Scope

All new and re-introduced water mains must be cleaned, disinfected, flushed and must pass tests for chlorine concentration and coliform absence before being put into use.

Upon completion of satisfactory cleaning, chlorination, and flushing, water samples for bacteriological tests shall be taken. A clearance package including, but not limited to, the as-built plans, the pressure test results, and the bacteriological test results shall be submitted to the City representative. Once accepted and approved by the Construction Engineer, the City representative will give written approval or disapproval prior to placing the main into service.

B. Contractor Responsibility

The contractor shall furnish properly trained personnel, appropriate equipment and materials, and transportation, for the disinfection of domestic water systems, fire lines, and any lines connected to them. The contractor shall post warning signs at each outlet. All wasted water disposed into the environment, and/or any stormwater system shall have a chlorine residual of less than 0.01 mg/L (via the use of a Construction Engineer approved dechlorination device or method) and shall be within a Ph 6.8 to 7. The contractor shall be prepared to measure chlorine residuals, at both high and low range, using appropriate techniques. **The City representative will oversee the work and must verify all pertinent chlorine residuals during testing and disposal into the environmental/stormwater system.**

A minimum of 3 working days' notice must be given to the City representative prior to the chlorination procedure.

C. Disinfectant (Chlorinating Agent)

- i) Either sodium hypochlorite solution or liquid chlorine (gas) is acceptable.
- ii) Any other disinfectant must receive prior approval from the City.

D. Disinfection Procedure

1. Preliminary Preparation

- i) During the entire construction period, care shall be taken to keep the inside of pipes and appurtenances as clean as possible.
- ii) A suitable service cock or valve within three (3) feet of the supply line shall be installed to introduce the disinfecting agent into the lines. The line(s) to be treated shall be isolated from the rest of the distribution system with cross-connection control devices or other appropriate isolation devices.
- iii) After final pressure tests and before chlorination, each fixture or outlet shall be flushed until the flow shows only clear water.

2. Disinfection / Chlorination

The system must be full of potable water and under ambient water system pressure during chlorination. The Contractor shall disinfect the newly constructed water mains in accordance with the applicable section of the latest AWWA Specification C-651, as summarized below. The Contractor, if directed, shall use the method specified by the Construction Engineer.

A. Slug Method

The slug method consists of: a) Completely filling the main in order to remove air pockets, b) flushing the main with a velocity of not less than 2.5 feet per second (fps) in order to remove particles, c) at a point not more than 10 feet downstream of the water source flushing the new main; chlorine is to be continuously injected for a sufficient period to develop a solid column or "slug" of chlorinated water, d) the slug of chlorinated water is to move through the main exposing all interior surfaces to a chlorine concentration of approximately 100 mg/L for at least a 3 hour period.

B. Continuous Feed Method

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

Pipe Diameter (in)	100 % Chlorine (lb)	1% Chlorine Solution (gal)
4	0.013	0.16
6	0.030	0.36
8	0.054	0.65
10	0.085	1.02
12	0.120	1.44

The hyper chlorinated water shall be retained in the main for at least 24 hours and warning signs must be posted at each outlet, during which time valves and hydrants in the treated section shall be operated to ensure disinfecting the appurtenances.

At the end of the 24-hr holding period, the treated water in all portions of the main shall have a residual of not less than 10 mg/L of free chlorine. If it does not, the test should be repeated.

E. Bacteriological testing

After disinfection and flushing, but before the watermain is placed into service, representative water samples shall be taken by contractor or his designated personnel and submitted to an approved State Department of Health Laboratory for the detection of coliform and non-coliform bacteria. The results shall be submitted to the Engineer. A successful test result will indicate the absence of total E. Coli in 100 ml. The standard laboratory test method requires 24 hours to complete. Occupancy and/or clearance approval will take at least that long. If the laboratory analysis shows the water is unsafe to use, (presence of any coliform bacteria) disinfection procedure and analysis shall be repeated until the standards are met.

The number of samples required shall be as indicated in AWWA C-651 Section 5 which follows:

1. Standard Condition – Two consecutive sets of acceptable samples shall be collected from the new main for total coliform analysis using either following options:

Option A: Take an initial set of samples then resample again at least 24 hours apart. The second sample must be representative of the 24hr-old water.

Option B: Let the treated water sit in the main for at least 24 hours without any use, take an initial sample then resample again after a minimum of 15 minutes while sampling taps are left running.

In either option, both sets of samples must pass for the main to be approved for release. Sets of samples shall be collected from every 1200 ft of the new water main, plus one set from the end of the line and at least one set from each branch.

2. Special Condition - If trench water, quantities of dirt, or debris has entered the new main during construction. Samples shall be taken of water that stood in the new main for at least 24 hours after final flushing has been completed. Bacteriological samples shall be taken at intervals of approximately 200 ft and shall be identified by location.

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

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

S-60.01 ROOT PRUNING AND TREE PROTECTION

The Contractor is responsible to protect all trees (public and private) within the vicinity of proposed construction in accordance with Chapter 13 of the City of Tampa code, and standards therein. Excavation within the protective radius of

46th Street from SR 580 (E Busch Blvd) to SR 582 (E Fowler Ave.) FDOT LAP trees requires root pruning with the appropriate equipment to assure roots are severed clean at the approved radius. Excavations shall not be performed in tree root zones without cutting roots cleanly -- cutting roots via back hoe is unacceptable. Branch pruning is not authorized without prior approval from the City of Tampa Planning and Development Department, Natural Resource Section, and if authorized shall be completed by a certified arborist and in compliance with ANSI A-300 tree trimming standards.

SPECIFICATIONS

WORKMANSHIP AND MATERIALS

SECTION 1 - EXCAVATION - EARTH AND ROCK

W-1.01 General

Open-cut excavations shall be made to the widths and depths necessary for constructing all structures, pipelines and other conduits included in the Contract, according to the Plans, and 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 open-cut excavations shall first be cleared of obstructions preparatory to excavation. This includes the removal and disposal of vegetation, trees, stumps, roots and bushes, except as specified under the subsection headed "Trench Excavation."

W-1.03 Authorized Additional Excavation

In case the materials encountered at the elevations shown are not suitable, or in case it is found desirable or necessary to go to an additional depth, or to an additional depth and width, the excavation shall be carried to such additional depth and width as the Engineer may direct in writing. The Contractor shall refill such excavated space with either Class D 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 D concrete, or select sand or crushed stone fill material, and properly compacted, as ordered by the Engineer, and no separate payment will be made therefor.

W-1.05 Segregation and Disposal of Material

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

W-1.06 Shoring and Sheeting

All excavations shall be properly shored, sheeted, and braced or cut back at the proper slope to furnish safe working conditions, to prevent shifting of material, to prevent damage to structures or other work, and to avoid delay to the work, all in compliance with the U. S. Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The minimum shoring, sheeting and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. Before starting excavation for jacking pits and structures, the Contractor shall submit complete design calculations and working drawings of proposed sheeting and bracing arrangements which have been prepared, signed and sealed by a Professional Engineer registered in the State of Florida. Bracing shall be so arranged as not to place any strain on portions of completed work until the general construction has proceeded far enough, in the opinion of the Engineer, to provide ample strength. If the Engineer is of the opinion that at any point the sheeting or supports furnished are inadequate or unsuited for the purpose, he may order additional sheeting or supports to be installed. Whether or not such orders are issued, the sole responsibility for the design, methods of installation, and adequacy of the sheeting and supports shall be and shall remain that of the Contractor.

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

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

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

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

W-1.07 Sheeting Left in Place

The Engineer may order, in writing, any or all sheeting or bracing to be left in place for the purpose of preventing injury to the structures or to other property or to persons, whether such sheeting or bracing was shown on the Plans or placed at his direction or otherwise. If left in place, such sheeting shall be cut off at the elevation ordered, but, in general, such cutoffs shall be at least 18 inches below the final ground surface. Bracing remaining in place shall be driven up tight.

The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders.

Sheeting and bracing left in place, by written order of the Engineer, will be paid for under the appropriate Contract Item if included in the Proposal or otherwise by provisions of extra work as specified in Section 7 of the Agreement.

W-1.08 Removal of Water

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

W-1.09 Structure Excavation

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

W-1.10 Trench Excavation

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

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

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

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

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

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

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

W-1.11 Rock Excavation

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

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

All shattered rock and loose pieces shall be removed.

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

For manhole excavation, the rock shall be excavated to a minimum depth of 8 inches below the bottom of the manhole base for pipelines 24 inches in diameter and larger, and 6 inches below the bottom manhole base for pipelines less than 24 inches in diameter and the excavated space

refilled with crushed stone. Placing, compacting, and shaping crushed stone for manhole bases shall be included in the appropriate Contract Items for manhole bases, and no separate payment will be made therefor.

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

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

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

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

W-1.12 Excavation for Jacking and Augering

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

* * *

SECTION 7 - CONSTRUCTION AND EXPANSION JOINTS
FOR CONCRETE

W-7.01 General

Construction and expansion joints shall be placed at all locations shown. No additions, deletions, or changes in location of construction and expansion joints shall be made without the written approval of the Engineer. Construction joints shall include a formed key and shall include a water stop where shown. Expansion joints shall include a joint filler between concrete faces, and shall include a water stop, and sealant with back-up rod where shown.

Water stops in the walls shall be carried into lower slabs and shall join the water stops in the slabs. All water stops shall be continuous. Water stops shall be set accurately to the position and line shown. Edges shall be held and securely fixed in position at intervals of not more than 24 inches so that they will not move during the placing of the concrete. No nails shall be driven through the water stops.

The Contractor shall submit samples and specifications of the materials he proposes to use.

All materials shall be installed or applied in accordance with the manufacturer's recommendations, unless otherwise specified herein.

W-7.02 Water Stops

Water stops shall be made of extruded polyvinyl chloride. No reclaimed plastic material shall be used in the manufacture of the water stops. Plastic water stops shall meet the requirements of the Corps of Engineer Specification CRD-C572, except as modified herein. The Shore A/10 durometer hardness shall be between 73 and 79, the tensile strength not less than 1,850 psi, and the specific gravity not more than 1.38.

Unless otherwise shown, water stops for construction joints shall be flat, at least 6 inches wide, and not less than 3/8 inch thick at the thinnest section. The water stop shall have ribbed longitudinal strips.

Unless otherwise shown, water stops for expansion joints shall be at least 9 inches wide and not less than 1/4 inch thick at the narrowest point and not less than 3/8 inch thick immediately adjacent to the center of the water stop. The water stop shall have ribbed longitudinal strips with a 3/4-inch inside diameter hollow bulb center. The water stop shall permit a joint movement of 1/4 inch under a tensile force of not more than 500 pounds per lineal inch.

Corners and intersections for all water stops shall be prefabricated so that only butt joints need be made in the field. Field fabrication of corners and intersections requires approval of the Engineer. Corners and intersections shall be mitered and assembled with approved equipment, as described for field joints.

Field joints shall be made by cutting the ends of the sections to be spliced so they will form a smooth even butt joint. The cut ends shall be heated with the splicing tool until the plastic melts. The two ends shall be pressed together until the plastic cools. Splicing shall cause as little damage to the continuity of the ribbed strips as possible.

W-7.03 Joint Filler for Expansion Joints

Joint filler shall be used for all expansion joints. Joint filler shall be closed cell polyethylene Sonoflex F Foam as manufactured by Sonneborn Building Products, or PVC joint filler No. 327, by A. C. Horn, or equal, of the thickness shown.

Joint filler shall be placed against the completed portion of the work before the concrete for the next section is placed. The filler shall be fastened to the hardened concrete with a compatible adhesive in accordance with manufacturer's instructions. The filler shall extend through the thickness of the wall or slab and shall be flush with the finished surface, except where a joint sealant is shown. In joints having a water stop, the filler shall be fitted accurately on each side of the water stop to prevent the intrusion of concrete.

W-7.04 Joint Sealant

Expansion joints shall be finished with a joint sealant where shown or specified.

Joint sealant materials may be either a single component urethane compound meeting the requirements of Fed. Spec. TT-S-00230C, or a two-component urethane compound meeting the requirements of Fed. Spec. TT-S-00227E, except as modified herein.

The urethane sealant shall be 100 percent polymer, nonextended, containing no solvent, lime, or coal tar. Color shall be as selected by the Engineer, but shall not be black. Sealant properties shall conform to the following table:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Maximum final cure (days)	3	
Tensile strength (psi)	250-400	ASTM D 412
Minimum elongation (%)	400	ASTM D 412
Modulus at 100% elongation (psi)	40-60	Fed. Spec.
Shore A hardness	30-40	Shore Durometer
Solid content (%)	98-100	
Peel strength (lb/in.)	50-60	Fed. Spec.
Minimum recovery (%)	75-85	Fed. Spec.
Initial tack-free cure (hrs.)	24-48	Fed. Spec.

The two-component sealant shall be mixed using a slotted paddle and slow speed mixer for 5 to 8 minutes, continually working paddle from top to bottom until sealant color is uniform. The side of the container and paddle blade shall be scraped down several times during the mixing operation to ensure uniform mixing.

Joint surfaces shall be properly prepared by removing all foreign matter and concrete laitance so that concrete surfaces are structurally sound, clean, dry, and free of all oil, grease, wax,

waterproofing compounds, or form release materials prior to the application of primer and sealant. All concrete joint surfaces and all surfaces exposed to water shall be primed prior to sealing, with no exceptions. Priming of other surfaces shall be as recommended by the manufacturer of the sealant. The primer shall be as recommended by the manufacturer of the sealant, subject to the approval of the Engineer. Primer shall be applied by either brushing or spraying on the joint surfaces. Sealant shall be installed within 2 to 24 hours after the application of primer.

For horizontal joints, sealant may be installed by pouring directly from a suitable shaped can or by flowing from a bulk-loading gun. Vertical joints shall be filled from a gun, starting from the bottom, to avoid bridging and the formation of air voids. Overhead joints shall be filled from a gun, by laying a bead along each side of the joint and then filling the middle. Immediately after installation, sealant shall be tooled in order to establish firm contact with joint surfaces and to provide a smooth sealant surface. Method of tooling shall be in accordance with manufacturer's instructions.

Joint depth shall be controlled with the use of joint fillers and backup materials. Fillers and backup materials in contact with sealant shall be non-impregnated and free from asphalt, creosote, oil, or extractable plasticizers. Backup material shall be closed cell polyethylene foam rod, such as Sealtight Backer Rod, Sonofoam Backer Rod, or equal, with a diameter 1/4 inch larger than the joint width. Joint widths and sealant depths shall be as shown, except that sealant depth shall not exceed 1/2 inch.

W-7.05 Unbonded Horizontal Joints

Unbonded horizontal joints shall be used as shown or required where slabs or beams must be prevented from bonding to footings, walls, columns, or other rigid parts of the structure.

Bonding shall be prevented by use of structural grade neoprene pads meeting the requirements of Section 25, Division 2 of the AASHTO Standard Specifications for Highway Bridges. The pads shall be placed over the bearing surface of the footing, wall, or other supporting part of the structure so as to isolate it from the new concrete being placed. The neoprene pads shall not be thinner than 1/4 inch.

* * *

SECTION 8 - METAL CASTINGS

W-8.01 General

Metal castings include all miscellaneous ferrous and nonferrous castings.

Wheel guards, valve boxes, manhole frames and covers, stop log grooves, brackets and supports for piping, gutter inlets, floor, roof and gallery drains, stormwater inlets, beehive grates and frames, cleanout covers, and special malleable iron castings and inserts are included in this classification.

W-8.02 Materials

Metal castings shall meet the requirements of the following standards, except as otherwise specified herein.

Gray Iron	ASTM Des: A 48
Malleable Iron	ASTM Des: A 47
Carbon Steel	ASTM Des: A 27
Alloy Steel	ASTM Des: A 148
Aluminum	ASTM Des: B 26
Aluminum Bronze	ASTM Des: B 148
Silicon Bronze	Navy Spec. 46B28
Manganese Bronze	ASTM Des: B 132 or B 147
Ductile Iron	ASTM Des: A 536

W-8.03 Workmanship

Castings shall be made accurately to approved dimensions and shall be planed or ground where marked or where otherwise necessary to secure perfectly flat and true surfaces. Allowance shall be made in the patterns so that the specified thickness shall not be reduced. Manhole and cleanout frames and covers shall conform to the details shown on the Plans and shall be true and shall seat at all points. No plugging of defective castings will be permitted. All castings shall be erected to accurate grades and alignment, and when placed in concrete, they shall be carefully supported to prevent movement during concreting.

W-8.04 Weights

No castings weighing less than 95 percent of the theoretical weight, based on required dimensions, will be accepted. The Contractor shall provide facilities for weighing castings in the presence of the Engineer, or shall furnish invoices showing true weights, certified by the supplier.

* * *

SECTION 10 - DUCTILE IRON PIPE AND FITTINGS

W-10.01 General

All ductile iron pipe shall meet the requirements of AWWA C151. The type and configuration of pipe bedding for buried pipe shall be as shown on the Plans. Coatings and linings for ductile iron pipe and fittings shall conform to the subsection headed "Coatings and Linings," contained herein. Pipe joints shall be bell and spigot, flanged, or mechanical joint as shown on the Plans.

Ductile iron pipe and ductile iron fittings buried in the ground for force mains or installed in pumping stations shall have a minimum thickness of Class 52 unless specified otherwise as shown on the Plans. Ductile push-on iron pipe and fittings for gravity systems, including house laterals, shall be Class 54 and shall have an interior lining as specified in the subsection "Lining for Ductile Iron Gravity Pipe."

W-10.02 Flanged Pipe

Flanged pipe shall conform to the requirements of AWWA C115. Flanges shall be ductile iron and shall have long hubs. There shall be no leakage through the pipe threads, and the flanges shall be designed to prevent corrosion of the threads from outside.

W-10.03 Fittings

All ductile iron fittings shall meet the requirements of AWWA C110, and have a pressure rating of 250 psi, or as specified, whichever is larger.

W-10.04 Flanged Joints

Flanged joints shall meet the requirements of ANSI Specification B16.1. Flanges, flange facing drilling, and protecting shall be as specified for flanged pipe. Bolts and nuts for flanged joints shall be Type 316 stainless steel unless otherwise stated on the Plans or directed by the Engineer.

Except where otherwise directed by the Engineer, gaskets for flanged joints shall be of the full-face type, meeting the requirements of ANSI B16.21. Gaskets shall be rubber with cloth insertion, as made by the Crane Company, Garlock Packing Company, U.S. Rubber Company, or equal.

W-10.05 Mechanical Joints

Mechanical joints shall meet the applicable requirements of AWWA C111.

W-10.06 Push-on Joints

Push-on joints shall be of the bell and spigot type which employs a single, elongated grooved gasket to effect the joint seal. Push-on joints shall meet the applicable requirements of AWWA C111.

W-10.07 Wall Castings, Connecting Pieces, and Special Fittings

Wall castings and connecting pieces, such as bell and bell, bell and spigot, bell and flange, flange and flange, flange and spigot, and flange and flare, shall meet the requirements of ANSI Specification A21.10. Unless otherwise shown or specified, fittings 14 inches and larger shall have a pressure rating of 250 psi.

Where special fittings are required, they shall be of an approved design and shall have the same diameters and thicknesses as standard fittings, unless otherwise required, but their laying lengths and other functional dimensions shall be determined by their positions in the pipelines and by the particular piping materials to which they connect.

Where watertightness is essential and at other locations where indicated, wall castings shall be provided with an integrally cast intermediate collar located at the center of the wall.

W-10.08 Sleeve-Type Couplings

Except where standard solid sleeves or split sleeves are shown or specified, sleeve-type couplings for ductile iron pipe shall be Style 38 couplings as made by Dresser Industries, Inc., or Type 411 as made by Smith-Blair, or equal. Gaskets shall be of molded rubber, Dresser Plain Grade 27, Smith-Blair 003, or equal. Middle rings shall be without a pipe stop and shall be at least 1/4 inch thick and 5 inches wide for 8-inch and smaller pipe, 3/8 inch thick and 7 inches wide for 10-inch through 30-inch pipe, and 1/2 inch thick and 10 inches wide for 36-inch and larger pipe with follower rings of appropriate thickness, unless otherwise shown or specified.

Sleeve-type couplings shall be shop coated with Dresser Red "D" Shop-Coat, Smith-Blair Standard Blue Shop Coat, or equal nontoxic material compatible with the finished coatings specified.

W-10.09 Coatings and Linings

Pipe which is to be buried shall have the standard outside coating specified in AWWA C151-8.1.

Unless otherwise shown on the Plans or specified, all ductile iron pipe and fittings shall have a cement-mortar lining meeting the requirements of AWWA C151-8.2.

The weight and class designation shall be painted conspicuously in white on the outside of each pipe, fitting, and special casting after the shop coat has hardened.

W-10.10 Harnessing

Ductile iron pipe and fittings with mechanical joints that require harnessing shall be provided with ductile iron retainer glands, Megalug, as manufactured by EBAA Iron, or equal. The glands shall be installed in accordance with the manufacturer's recommendations. Set screws shall be tightened to 75 foot-pounds torque. Where the glands are to be buried or not exposed to view, the assembly shall be given 2 heavy coats of asphalt varnish after installation. Ductile iron pipe and fittings with push-on joints that require harnessing shall be Clow F-128 "Super Lock Joint,"

American Cast Iron Pipe "Lok-Fast Joint," U.S. Pipe and Foundry Company "TR Flex," or equal.

W-10.11 Lining for Ductile Iron Gravity Pipe

All ductile iron pipe and fittings, unless otherwise shown or specified, shall be provided with a special interior lining. For sizes 8 inches in diameter and above, the lining material shall be virgin polyethylene complying with ASTM D 1248 (40 mils thick) heat bonded to the interior of the pipe for all pipe sizes. For 6-inch diameter, the lining material shall either be the aforementioned polyethylene system or a 40 mil thick coal tar epoxy system. All pipe joint bells shall be coated on the inside with the same lining material as used in the pipe barrel. All field cuts shall be field coated with 40 mils of high build epoxy compatible with the lining.

W-10.12 Polyethylene Encasement

Polyethylene encasement shall be installed on all ductile iron pipe and fittings within the sections indicated on the Plans or as directed by the Engineer and in accordance with ANSI/AWWA C105/A21.5.

Although not intended to be a completely air-and-water-tight enclosure, the polyethylene shall prevent contact between the pipe and the surrounding backfill.

Polyethylene encasement shall be installed in accordance with the pipe manufacturer's instructions, or in a manner acceptable to the Engineer. Polyethylene encasement shall extend 1 foot beyond the joint in both directions (a total of 2-foot overlap) and shall be adhered to said joint with 2-inch wide green marking tape. The slack width shall be taken up at the top of the pipe to make a snug, but not tight, fit along the barrel of the pipe, securing the fold at quarter points. Upon installation of the encasement, any cuts or damaged portions of the polyethylene encasement shall be securely mended with tape or with a short length of polyethylene sheet, or a tube cut open, wrapped around the pipe to cover the damaged area, and secured in place.

Backfill material shall be the same as specified for pipe without polyethylene wrapping; however, extra care should be taken that the backfill be free from cinders, refuse, boulders, rocks, stones, or other materials that could damage the encasement. Special care shall be taken to prevent damage to the polyethylene wrapping when placing backfill.

Because prolonged exposure to sunlight will deteriorate polyethylene film, such exposure prior to backfilling the wrapped pipe shall be kept to a minimum.

W-10.13 Ductile Iron Pipe Exterior Coating

All pipe and fittings shall have an exterior asphaltic coating conforming to the following requirements:

Viscosity, KU at 25 degrees C	56-60
Flashpoint, degrees F (TCC)	40 degrees F Min
Dry set to touch, minutes	6
Dry hard, minutes	22

W-10.14 Force Main Identification

Ductile iron pipe sanitary force main shall be continuously spiral wrapped with 2-inch wide green stick-on vinyl tape prior to installation for permanent identification purposes. The tape shall have a minimum thickness of 6 mils with a minimum tensile strength of 22 pounds per inch and a minimum adhesive factor of 40 ounces per inch. The pipe shall be clean and dry when wrapped.

* * *

W-12.01 General

Manholes shall be constructed of precast reinforced concrete sections. Each manhole shall have a base section or tee section, barrel section, and an eccentric or concentric cone top, all as required. Manholes shall be built without steps. Except as otherwise specified or shown, precast concrete manholes shall comply with ASTM Des: C 478.

Manholes are classified as either Standard Deep Type Manholes, Standard Shallow Type Manholes, or Standard Drop Manholes. The maximum depths permitted for Standard Shallow Type Manholes and the locations where Standard Drop Manholes are to be used shall be as shown on the Plans.

Manhole barrel sections shall be constructed with preformed openings properly located for making sewer line connections. The diameter of such openings shall be not more than 4 inches larger than the outside diameter of the pipe or pipe bell to be connected. The distance between the nearest edge of such openings and the shoulder of the barrel joint shall be 6 inches minimum.

W-12.02 Materials

Cement, sand, and water shall meet the requirements of the Workmanship and Materials section headed "Concrete Materials."

Brick shall meet the requirements of ASTM Des: C 32 Grade SM and shall have minimum dimensions of 2-1/4 inches by 3-1/2 inches by 7-1/2 inches. Brick shall be new, solid, sound, hardburned throughout, and uniform in size and quality.

Manhole frames and covers shall be of gray iron, shall meet the requirements of the Workmanship and Materials section headed "Metal Castings" and shall conform to the details shown on the Plans.

W-12.03.1 Manholes on Sewers 24 Inches or Less in Diameter

Base sections for Standard Deep Type and Shallow Type Manholes shall consist of a circular slab base with a minimum thickness of 8 inches, and shall be reinforced as shown on the Plans. The base slab may extend beyond the outside diameter of the barrel section a maximum of 6 inches, providing the extension is equal at all points on the circumference of the slab. The manhole shall be set on not less than 6 inches of thoroughly compacted #57 stone.

Barrel sections for Standard Deep Type Manholes shall have an inside diameter of 48 inches plus or minus 1/2 inch and a minimum wall thickness of 8 inches plus or minus 2/5 inch. The minimum cover from the inside face of the wall to the reinforcement shall be 4-1/4 inches, and the minimum cover from the outside face of the wall to the reinforcement shall be 1-1/4 inches. The bottom section of manhole barrel shall be integrally precast with the manhole base section.

Top sections for Standard Deep Type Manholes shall be eccentric cones as shown on the Plans, with a minimum wall thickness of 8 inches plus or minus 2/5 inch. The minimum cover from

46th Street from SR 580 (E Busch Blvd) to SR 582 (E Fowler Ave.) FDOT LAP the inside face of the cone to the reinforcement shall be 4-1/4 inches, and the minimum cover from the outside face of the cone to the reinforcement shall be 1-1/4 inches.

Standard Drop Manholes shall comply with all applicable sections of the specifications for Standard Deep Type manholes and shall conform to the details as shown on the Plans.

W-12.03.2 Manholes on Sewers 27 to 42 Inches in Diameter

Base sections for Standard Deep Type and Shallow Type Manholes shall consist of a circular slab base, 5 feet or 6 feet in diameter as shown on the Plans, with a minimum thickness of 8 inches, and shall be T-Lok lined and reinforced as shown on the Plans. The base slab may extend beyond the outside diameter of the barrel section a maximum of 6 inches, providing the extension is equal at all points on the circumference of the slab. The manhole shall be set on not less than 8 inches of thoroughly compacted #57 stone.

Barrel sections for Standard Deep Type Manholes shall have an inside diameter of 48 inches plus or minus 1/2 inch, be T-Lok lined and a minimum wall thickness of 5 inches plus or minus 1/4 inch, and the minimum cover from the outside face of the wall to the reinforcement shall be 1-1/4 inches.

Top sections for Standard Deep and Shallow Type Manholes shall be a flat slab as shown on the Plans, with a minimum thickness of 10.5 inches and shall be T-Lok lined.

Standard Drop Manholes shall comply with all applicable sections of the specifications for Standard Deep Type manholes and shall conform to the details as shown on the Plans.

W-12.03.3 Manholes on Sewers 48 Inches or Greater in Diameter

Base sections for Standard Deep Type and Shallow Type Manholes shall be precast reinforced concrete pipe tees in the sewer lines as shown on the Plans. The run of each tee shall have the same diameter as the sewer and shall have the same joints. The run section shall conform to the requirements for Class V pipe, ASTM Des: C 76.

Barrel sections for Standard Deep Type Manholes shall have an inside diameter of 48 inches plus or minus 1/2 inch, T-Lok lined and a minimum wall thickness of 5 inches plus or minus 1/4 inch. The minimum cover from the inside face of the wall to the reinforcement shall be 1-1/4 inches, and the minimum cover from the outside face of the wall to the reinforcement shall be 1-1/4 inches. The bottom section of the manhole barrel shall be integrally precast with the manhole base section.

Top sections for Standard Deep Type Manholes shall be a flat slab, T-Lok lined as shown on the Plans, with a minimum wall thickness of 10.5 inches.

Standard Drop Manholes shall comply with all applicable sections of the specifications for Standard Deep Type Manholes and shall conform to the details as shown on the Plans.

W-12.04 Workmanship

Mortar shall be composed of one part cement to two parts sand.

Concrete for the base invert shall be Class D. The invert shall be constructed as shown in detail on the Plans and shall have a smooth channel with a circular shaped bottom with a radius equal to the inside radius of the sewer section.

Connections to pipes shall be without projections or voids. Connections to pipes shall be made with flexible type boot, cast integrally into the wall of the manhole and stainless steel bands, as detailed on the Plans, or equal.

Manhole sections shall be joined with rubber gaskets as specified for reinforced concrete pipe sewers, except that a preformed joint sealing compound, Waterstop-RX Cold Joint Water Stop, Volclay Waterproofing Systems as manufactured by American Collord Co.; Ram-Nek, manufactured by Hamilton-Kent, Kent, Ohio; or equal, be applied in accordance with the manufacturer's instructions. This may be substituted for the rubber gasket in manholes on sewers 42 inches or less in diameter. Sufficient preformed joint sealing compound shall be installed so as to completely fill the joint and show a "squeeze-out" on the inside and outside of the joint. Annular spaces on the inside and outside of joints with rubber gaskets shall be filled with mortar.

The elevation of the top rim of manhole frames shall be set to conform with grades and transverse slopes furnished by the Engineer. Precast concrete manhole components shall not be ordered until such elevations are issued by the Engineer. Manhole frames shall be firmly embedded in mortar. Wedges of shims shall be provided to ensure accurate placing of the frame.

W-12.05 Curing

All precast concrete manhole sections shall be cured in accordance with any one of the methods specified in ASTM Des: C 478. The facilities for curing shall, however, be subject to review and prior approval of the Engineer. No precast concrete manhole sections shall be delivered to the job site until the specified minimum compressive strength of 4,000 psi (6,000 psi in the case of manhole base sections on sewers 48 inches or larger in diameter), as determined by crushing tests on cured concrete cylinders, has been obtained.

W-12.06 Inspection and Testing of Precast Concrete Manholes

All precast concrete manholes shall be inspected by an independent, certified testing laboratory, approved by the Engineer, to establish the strength of the concrete and the adequacy of curing, to certify the date that the manhole were cast and to confirm that the steel has been properly placed, all in accordance with the Plans and Specifications. The cost of these tests shall be included in the various unit price Contract Items, and no special payment will be made therefor. This testing shall be performed by the laboratory at the Contractor's manufacturing plan, prior to shipment.

All concrete cylinders must be cured in a natural environment. At least three (3) cylinders shall be taken each day that manholes are cast, with batch samples to be designated by the laboratory representative. At least one set of cylinders shall be taken for each 9 cubic yards of concrete used in the construction of the manhole sections. These samples shall be tested for strength. If the samples fail

to meet minimum concrete strength requirements set forth in the Specifications, all manhole sections manufactured from the concrete from which the cylinders were made will be considered rejected.

In addition, the City reserves the right to core manholes either at the site or point of delivery to validate strength of concrete and placement of steel. If cores fail to demonstrate the required strength or indicate incorrect placement of reinforcing steel, all sections not previously tested will be considered rejected until sufficient additional cores are tested, at the Contractor's expense, to substantiate conformance to these requirements.

W-12.07 Transportation and Delivery

Every precaution shall be taken to prevent injury to the precast manhole sections during the transportations and unloading of the sections. The precast sections shall be unloaded using skids, pipe hooks, rope slings, or suitable power equipment, if necessary, and the sections shall be under perfect control at all times. Under no conditions shall the precast sections be dropped, dumped, or dragged.

If any precast section is damaged in the process of transportation, or handling, such section shall be rejected and immediately removed from the site and replaced at the Contractor's expense.

W-12.08 Test Reports

Each manhole delivered to the construction site must have a concrete test report indicating a minimum of 4,000 psi strength. If the manhole sections are produced from different pours, each section must have a concrete test report. Test reports must be submitted to the Engineer prior to shipment of the manholes.

* * *

SECTION 14 - PIPE CRADLES AND ENCASEMENT

W-14.01 General

The Contractor shall furnish and place pipe cradles or pipe encasement, having dimensions as shown on the Plans, when specified in the Contract Items, when shown on the Plans, or when ordered in writing by the Engineer. Pipe cradles and pipe encasement shall be constructed of Class D concrete.

W-14.02 Concrete Cradle for Pipe

When concrete cradle is to be provided, as shown on the Plans or ordered by the Engineer, the sewer shall be laid to grade and supported on concrete blocks near each end. The tops of the blocks shall be shaped to conform to the dimensions of the pipe being laid and shall be set approximately 3/8 inch low. The pipe shall be placed on the blocks on stiff mortar of sufficient thickness to bring the pipes to exact grade. Timber blocking, or a type approved by the Engineer, may be employed in place of concrete blocks. The concrete cradle shall be placed against undisturbed earth on the bottom and sides of the trench. The Class D concrete shall be placed on one side only until it has risen above the invert on the other side, after which the remainder of the concrete shall be deposited on both sides. Suitable means shall be provided to prevent movement of the pipe during the placement of the concrete.

W-14.03 Concrete Encasement of Pipe

The pipe shall be supported and the Class D concrete encasement shall be placed as specified under concrete pipe cradle. The concrete shall be placed against undisturbed earth on the bottom and sides of the trench and continued over the pipe to provide the required thickness of complete encasement.

* * *

SECTION 15 - LAYING AND JOINTING PIPE
FOR FORCE MAINS AND SEWERS

W-15.01 General

The installation, delivery, transportation, unloading, and stringing of pipes, fittings, and accessories for force mains and sewers shall be done in accordance with AWWA C600 for ductile iron pipe and ASTM Des: C 12 for clay and concrete pipe and ASTM D 2321 and pipe manufacturer's recommendations for PVC pipe, as modified or supplemented by the specifications of this section and by the details shown on the Plans.

Proper and suitable tools and appliances for the safe and convenient cutting, handling, and laying of the pipe and fittings shall be used.

Suitable fittings shall be used where shown and at connections where grade or alignment changes require offsets greater than those recommended by the pipe manufacturer.

Pipes and fittings shall be thoroughly cleaned before they are laid and shall be kept clean until they are accepted in the completed work.

All lines shall be closed off with bulkheads when pipe laying is not in progress.

Before being laid, all pipe and specials shall be thoroughly examined for defects, and no piece shall be installed which is known to be defective. If any defective piece should be discovered after having being installed, it shall be removed and replaced with a sound one in a satisfactory manner by the Contractor at his own expense.

Pipe shall be thoroughly cleaned before it is laid and shall be kept clean until it is accepted in the completed work. Special care shall be exercised to avoid leaving bits of wood, dirt, and other foreign particles in the pipe. If any such particles are discovered before the final acceptance of the work, they shall be removed and the pipe cleaned at the Contractor's expense.

Pipe laying for sewers shall begin at the low end of a run and proceed upgrade. Generally, all such pipe shall be laid with bells or grooves pointing uphill. Each pipe shall be carefully placed and checked for line and grade.

Adjustments to bring pipe to line and grade shall be made by scraping away or filling in granular material under the body of the pipe, but in no case by wedging or blocking up the barrel. The faces of the spigot ends and the bells shall be brought into fair contact, and the pipe shall be firmly and completely shoved home. As the work progresses, the interior of the pipelines shall be cleaned of all dirt and superfluous materials of every description. All lines shall be kept absolutely clean during construction. Pipelines shall be laid accurately to line and grade.

Gaskets for pipe joints shall be stored in a cool place and protected from light, sunlight, heat, oil, or grease until installed. Any gaskets showing signs of checking, weathering, or other deterioration will be rejected.

Pipe shall be of the types, sizes, and classes shown on the Plans or as listed in the Contract Items.

Each piece of pipe shall be inspected and cleaned before it is lowered in the trench and any lumps or projections on the face of the spigot or tongue end or the shoulder shall be cut away. No cracked, broken, or defective pieces shall be used in the work.

Concrete pipe manufactured with a plastic sheet liner shall be laid so that the liner is on the crown of the pipe and placed symmetrically about the vertical centerline of the pipe.

Pipe laying will be permitted only in dry trenches having a stable bottom. Where groundwater is encountered, the Contractor shall make every effort to secure an absolutely dry trench bottom.

If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by improper or insufficient use of all known methods of trench dewatering, the Engineer may then order the Contractor to excavate below grade and place sufficient selected fill material, crushed stone, or Class D concrete over the trench bottom at the Contractor's own expense.

If all efforts fail to obtain this condition and the Engineer determines that the trench bottom is unsuitable for pipe foundation, he will order in writing the kind of stabilization to be constructed.

W-15.02 Transportation and Delivery

Every precaution shall be taken to prevent injury to the pipe during transportation and delivery to the site. Extreme care must be taken in loading and unloading the pipe and fittings. Such work must be done slowly with skids or suitable power equipment, and the pipe shall be under perfect control at all times. Under no condition shall the pipe be dropped, bumped, dragged, pushed, or moved in any way which will cause damage to the pipe or coating. When handling the pipe with a crane, a suitable pipe hook or sling around the pipe shall be used. Under no condition shall the sling be allowed to pass through the pipe unless adequate measures are taken to prevent damage to the pipe ends.

If in the process of transportation, handling, or laying, any pipe or special is damaged, such pipe or pipes shall be replaced or repaired by the Contractor at his own expense.

The Contractor shall furnish and install suitable blocking and stakes so as to prevent the pipe from rolling. The type of blocking and stakes, and the method of installation, shall be approved by the Engineer.

W-15.03 Pipe Laying - Trenches

Pipelines shall be laid in trench excavation on bedding material as specified under the Workmanship and Materials section headed "Backfilling," Class D concrete cradle or other foundations as shown on the Plans, specified, or ordered in writing by the Engineer. The pipe shall be properly secured against movement and pipe joints shall be made in the excavation as required.

The pipe bedding shall be carefully graded, compacted, and formed to fit the bottom quadrant of the pipe. Bell holes shall be cut out for each joint as required to permit the joint to be properly made and allow the barrel of the pipe to have full bearing throughout its length.

Where pipelines are laid in Class D concrete cradle or encasement, the installation shall conform to the requirements of the Workmanship and Materials section headed "Pipe Cradles and Encasements."

Pipelines laid on other type foundations shall be installed as specified for such other foundations or as directed in writing by the Engineer.

W-15.04 Lateral Detection Tape

Detectable underground marking tape shall be installed over all laterals from the edge of pavement to the property line. The tape shall be Lineguard encased aluminum foil, or equal. The 2-inch wide tape shall be APWA green and reverse printed bearing the identification of the sewer line below it and a warning such as "CAUTION."

The tape shall be buried 4-6 inches. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill.

W-15.05 Mechanical Joints for Ductile Iron Pipe

In making up mechanical joints, the spigot shall be centered in the bell. The surface with which the rubber gasket comes in contact shall be cleaned thoroughly and the gasket shall be washed thoroughly with soapy water just prior to assembly of the joint. The gasket and gland shall be placed in position, the bolts inserted, and the nuts tightened fingertight. The nuts then shall be tightened by means of a torque wrench in such a manner that the gland shall be brought up evenly into the joint. The following range of bolt torques shall be applied:

<u>Bolt Size</u> <u>Inches</u>	<u>Range of Torque</u> <u>Foot-Pounds</u>
5/8	45 - 60
3/4	75 - 90
1	80 - 100
1-1/4	105 - 120

If effective sealing is not obtained at the maximum torque listed above, the joint shall be disassembled and reassembled after a thorough cleaning.

All bolts and nuts shall be field coated with a bituminous coating after assembly of the joint.

W-15.06 Push-on Joints for Ductile Iron Pipe

In making up push-on joints, the gasket seat in the socket shall be cleaned thoroughly and the rubber gasket shall be wiped clean with a cloth. The gasket shall be placed in the socket and a thin film of lubricant shall then be applied to the inside surface of the gasket that will come in

contact with the entering pipe. The plain end of the pipe to be entered shall be cleaned thoroughly and placed in alignment with the bell of the pipe to which it is to be joined. The joint shall be made up by exerting sufficient force on the entering pipe so that its plain end is moved past the gasket until it makes contact with the base of the socket.

W-15.07 Joining Clay Pipe

The joining of clay pipe with flexible plastic joints shall be done in accordance with the manufacturer's instructions. The joint surface on both the bell and spigot ends shall be wiped clean and coated with a lubricant furnished by the manufacturer to facilitate assembly. The spigot end shall be inserted in the bell and pressure applied sufficient to seat the pipe properly. After the joint has been completed, any voids in the excavation beneath the spigot shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

W-15.08 Joining of PVC Pipe-Gravity

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

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

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

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

W-15.09 Joining Concrete Pipe

Before joining concrete pipe using flexible rubber gaskets, the joint surfaces of both the bell and spigot (tongue and groove) ends shall be wiped clean. Any lumps, projections, burrs, or chips which would interfere with the proper compression of the gasket shall be repaired. The spigot or tongue end with the gasket in place and with all surfaces lubricated as recommended by the manufacturer, shall be inserted into the bell or groove. Pressure shall be applied to seat the pipe properly in the bell or groove. Voids under the pipe shall be tamped full of granular material to provide full bearing for the pipe.

Curves for reinforced concrete pipe sewers shall be constructed with standard pipe where the opening of the joint on the outside of the curve is less than 1/2 inch. Where greater opening of

the joint would be required, the curves shall be constructed using beveled or radius pipe with standard joints.

Curves for reinforced concrete pressure pipe or prestressed concrete pipe shall be constructed with standard pipe sections, where the opening of the joint on the outside of the curve is less than 1/2 inch, or with beveled pipe, precast elbows or combination of these methods.

W-15.10 Concrete Pipe Rubber Gasket Joints

Rubber gaskets shall be of the O-ring type or equivalent cross section approved by the Engineer. The composition and properties of the gaskets for gravity flow sewers shall meet the requirements of ASTM Des: C 443.

Composition and properties for concrete pressure pipe gaskets shall meet the requirements of the specifications for the concrete pressure pipe with which the gasket will be used.

In making O-ring rubber gasketed joints, the gasket and the pipe socket shall be lubricated with an approved rubber gasket lubricant, and the gasket shall be stretched over the spigot and placed accurately in position. The tongue or spigot end shall be carefully centered in the socket of the preceding pipe so as to avoid displacement of the gasket, and the pipe shall be drawn home fully compressing the gasket. Adjustments to line and grade shall be made in such a manner that the compressed rubber gasket will not be disturbed. Before proceeding with backfilling, the joint shall be felt completely around to determine whether the gasket is in its proper position. If the gasket can be felt out of place, the pipe shall be withdrawn and the gasket examined for cuts or breaks. If the gasket has been damaged, it shall be replaced with a new one before the pipe is replaced.

Rubber gaskets shall be stored in a cool place and protected from light, sunlight, heat, oil, or grease until installed. Any gaskets showing signs of checking, weathering, or other deterioration will be rejected.

W-15.11 Temporary Bulkheads

At the ends of contract sections, where adjoining pipelines have not been completed, and in connections built into pipelines where adjoining pipelines or structures have not been completed and are not ready to be connected, temporary bulkheads, approved by the Engineer, shall be built. Such bulkheads encountered in connecting sewers or structures included in the Contract, or pipelines or structures previously built, shall be removed by the Contractor when the need for them has passed or when ordered by the Engineer.

W-15.12 Testing

The testing of pipelines shall be done in accordance with the requirements of the Workmanship and Materials section headed "Leakage Tests."

W-15.13 Joining Clay or PVC Pipe to Ductile Iron Pipe

The joining of clay pipe to ductile iron pipe shall be accomplished with flexible compression couplings. Such couplings shall meet the requirements of ASTM DES: C 425 and shall be Series No. 1002 flexible polyvinyl chloride couplings with stainless steel compression

bands as manufactured by Fernco Joint Sealer Co., Ferndale, Michigan; Band-Seal couplings as manufactured by Mission Clay Products Corp., Whittier, California; or approved equal. Installation of flexible couplings shall be done in accordance with the manufacturer's instructions. After the joint has been completed, any voids in the excavation beneath the coupling shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

The joining of PVC pipe to ductile iron pipe shall be accomplished with rigid PVC C900 x SDR-35 adapter couplings. Such couplings shall be molded of PVC material meeting ASTM D-1784 specifications. Joints shall meet ASTM D-3213 requirements with gaskets conforming to ASTM F-477. The adapter couplings shall be manufactured by Harco, Lynchburg, VA, or equal. Installation of rigid couplings shall be done in accordance with the manufacturer's instructions. After the joint has been completed, any voids in the excavation beneath the coupling shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

W-15.14 Connection to Manholes

The Contractor will be required to submit a shop drawing, detailing the method of connecting the proposed pipe to the manhole and making it watertight:

1. For connecting vitrified clay or ductile iron pipe, the Contractor shall use nonshrink grout to seal the opening between the pipe O.D. and manufactured opening in the manhole or flexible rubber boot, precast into the manhole. The boot shall have stainless steel bands to compress and seal to the proposed pipe or shall be a compression type, such as A-Lock.
2. For connecting PVC pipe, the Contractor shall use a flexible rubber boot, precast into the manhole. The boot shall have stainless steel bands to compress and seal to the proposed pipe or shall be a compression type, such as A-Lock. Should the flexible rubber boot need to be relocated or when connecting to an existing manhole, the Contractor shall perform the connection by one of two methods. The preferred method is to core the manhole and install a rubber boot. The rubber boot shall be manufactured by Kor-n-Seal, or equal. The boot shall be installed and the PVC connection shall be in accordance with the manufacturer's instructions. If the manhole cannot be cored or if the manhole is constructed of brick, the connection shall be made with a PVC manhole adapter which has an exterior impregnated silica surface layer. The adapter shall be manufactured by GPK Products, Inc., Fargo, ND, or equal. The adapter shall be installed and grouted into the manhole wall in accordance with the manufacturer's instructions with nonshrink grout. The PVC shall be inserted through the adapter.

W-15.15 Joint Grouting

Joints for concrete pipelines using rubber gaskets and steel end rings shall be grouted on the outside with cement mortar composed of one part Type IA portland cement to one part sand by volume. The materials shall be thoroughly mixed to produce a uniform mortar with all aggregate particles well coated.

The joint grouting shall not advance closer than two pipe lengths to the laying operations. In grouting the joint, a cloth diaper shall be used to encase the outside diameter of the bell of the pipe and adequately straddle the joint recess so as to keep out dirt and to serve as a form for grouting. The joint space shall be filled with cement mortar, just thin enough to run around the joint. The diaper is to be left in place permanently. Before the mortar has taken its initial set, the diaper shall be examined, and if not completely filled, additional mortar shall be forced into the joint.

* * *

SECTION 16 - RESTORATION OF STREET PAVEMENTS

W-16.01 General

The various street surfaces disturbed, damaged, or destroyed during the performance of the work under this Contract shall be restored and maintained as shown, specified, and directed. Included in this classification are permanent pavement surfaces of all types, pavement bases, curb, curb and gutter, alleys, driveways, and sidewalks.

The quality of workmanship and materials used in the restoration shall produce a street surface equal to or better than the condition before the work began.

Service boxes, manhole frames and covers, and similar structures not conforming to the new work shall be set to established grade at the Contractor's expense, and no separate payment will be made therefor.

All portland cement and asphaltic concrete pavements shall be removed in rectangular sections with sawed vertical cuts, or to existing joints, as directed by the Engineer. Concrete pavements shall be cut with a concrete saw. Asphaltic concrete pavements one-inch thick or greater shall be cut with a tool having a square neat edge. The edges of adjacent pavement shall be trimmed to straight lines which a roller can follow. Where reinforced concrete pavement is removed, one foot of existing reinforcement on each side of the excavation shall be left exposed and tied to the replaced reinforcing steel.

The equipment necessary for the proper performance of pavement replacement shall be on the site in satisfactory working condition and shall be subject to approval of the Engineer before the work is started.

All replaced concrete pavements shall have a minimum bearing on undisturbed earth outside the line of excavations of at least nine (9) inches.

W-16.02 Standards

The restoration of street pavement shall be performed in strict conformance with the standards relating to equipment, materials, and methods of construction of the authority having jurisdiction over the pavements, unless otherwise specified herein. Pavements to be restored are under the jurisdiction of the several agencies as follows:

1. State Highways are under the jurisdiction of the State of Florida Department of Transportation. Work on such pavements shall conform to the Department of Transportation Standard Specifications for Road and Bridge Construction.
2. City Streets are under the jurisdiction of the City of Tampa Department Transportation and Stormwater Services. Work on such pavements shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, except that densities (including for subgrade) and other testing requirements shall follow current Department Transportation and

Stormwater Services specifications, and except that Sections 330 and 331 shall be modified as shown in this Section. The type and thickness of pavement, base and stabilization shall be as shown, specified, and directed by the Engineer.

3. County Roads are under the jurisdiction of the Hillsborough County Engineering Department. Work on such pavements shall conform to County specifications.

All specifications of the several agencies having jurisdiction over pavement restoration work shall be the current issue of such specifications as of the date of the "Notice to Bidders," except as specified otherwise herein.

W-16.03 Temporary Restoration

Upon completion of backfilling, the street or sidewalk surface damaged or destroyed shall be promptly placed in condition for safe temporary use. Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid, or until final acceptance of the work.

Where the area over which existing pavement has been disturbed is to be repaved as part of an overall project by the agency having jurisdiction, any special temporary pavement replacement shall be as specified in the "Specific Provisions."

Pavement surfaces shall be temporarily restored by placing thereon, to proper line, grade and transverse profile, a layer or layers of compacted limerock conforming to all requirements regarding configuration, thickness, and density as detailed in the Plans, specified, and directed by the Engineer. When the compacted thickness of the limerock layer is greater than 6 inches, the base shall be constructed in multiple courses. Each course shall not exceed 6 inches in compacted thickness. Where the existing pavement has a permanent wearing surface, the temporary pavement shall be finished with a suitable grade of asphalt and sand to provide a temporary wearing course and to eliminate dust nuisance.

Curbs, where possible, shall be temporarily reset in place, as part of the work of temporary restoration of pavement.

Damaged or destroyed sidewalks shall be temporarily restored, immediately upon placing of the backfill, by placing a compacted layer of fine crushed limestone, choked with limestone screenings, which shall have a minimum thickness of three inches below the existing finished sidewalk grade.

The temporary pavement shall be maintained by the Contractor and all holes and depressions filled until the permanent pavement is placed.

Limerock or shell placed in areas where the existing pavement is shell, limerock, crushed stone, or other similar material and is classed as nonpermanent pavement, will not be measured for separate payment. Placement of limerock or shell as nonpermanent pavement replacement will be included for payment under the various classified Unit Price Contract Items for pipelines.

Temporary sand and asphalt wearing courses placed on limerock base on which a permanent pavement surface will be constructed shall be incidental to the permanent pavement base

work, and no separate payment will be made therefor.

Limestone screenings for temporary sidewalk surface shall be incidental to sidewalk replacement, and no separate payment will be made therefor.

Limerock base placed in areas to receive a permanent pavement surface will be measured for payment under the appropriate Contract Item for permanent pavement base.

W-16.04 Preparation of Temporary Pavement for Permanent Pavement Replacement

After due notice and within the time specified, the temporary limerock pavement shall be prepared as the base to receive the new permanent pavement surface.

Prior to construction of the pavement base, the City will furnish the Contractor with the preconstruction survey notes for the streets disturbed by construction. The Contractor shall use these notes in bringing the base installed to grade allowing for the permanent pavement surface to be constructed.

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

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

W-16.05 Certification for Limerock for Pavement Base

The Contractor shall furnish notarized certifications from all suppliers of limerock stating that all limerock supplied for use as pavement base conforms to the requirements of the applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

W-16.06 Permanent Pavement Base Densities

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

W-16.07 Permanent Pavement Surface Restoration

Permanent restoration of pavement shall be pavement of the type and thickness detailed in the Plans, Specific Provisions, or as directed by the Engineer.

If the existing type of pavement is classified as nonpermanent pavement, the temporary restoration shall be reworked and completed and left in a condition at least equivalent to the existing nonpermanent pavement.

W-16.08 Replacement of Curb, Curb and Gutter, Sidewalk and Driveways

All permanent restoration of street curb or curb and gutter shall be of the same type and thickness as the curb or curb gutter which abuts. The grade of the restored curb and curb and gutter shall conform with the grade of the existing adjacent curb or curb and gutter.

Except as otherwise specified herein or detailed in the Plans, all permanent restoration of driveways and sidewalks shall conform to the manner of construction as originally placed and to the lines and grades as given by the Engineer. No patching of concrete driveway areas will be allowed between joints or dummy joints.

Where sidewalks are replaced, the replacement shall be the full width of the walk and minimum lengths shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement, and no separate payment will be made therefor.

W-16.09 Replacement of Traffic Markings and Signalization Loops

The Contractor shall furnish all labor, equipment and materials to replace, test and maintain all traffic markings (temporary and permanent) and signalization loops removed or damaged by pipeline construction and appurtenance work as shown on the Plans, specified and directed by the Engineer.

The replacement of traffic markings (temporary and permanent), signalization loops and all appurtenant work shall be replaced by the Contractor in kind.

It shall be the Contractor's responsibility to field verify before construction begins all markings and signalization loops to be replaced.

All traffic markings and signalization loops shall conform to the Workmanship and Materials standards set forth in the latest edition of the Florida Department of Transportation Standard and Supplemental Specifications.

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

W-16.10 Hot Bituminous Mixtures (Section 330) Type S Asphaltic Concrete (Section 331)

This Subsection shall Replace and/or Modify Portions of F.D.O.T. Standard Specifications for Road and Bridge Construction (2007) Sections 330, 331 and 334.

SECTION 330 HOT BITUMINOUS MIXTURES

All references to the CITY OF TAMPA shall mean the local agency. All references to the Engineer shall mean the designated Engineer of the local agency. Any incorrect references to FDOT specifications, test methods, or standards should be brought to the attention of the Engineer for clarification.

330-1 Description. Construct plant-mixed hot bituminous pavements and bases. Establish and maintain a quality control system that provides assurance that all materials, products and completed construction submitted for acceptance meet Contract requirements.

330-1.1 General: Meet the requirements of Section 320 for plant and equipment, and meet the general construction requirements of Section 330. The Engineer will accept the work based on one of the following methods as described in 334-5 and 334-6:

- 1) Asphalt Work Category 1,
- 2) Asphalt Work Category 2,
- 3) Asphalt Work Category 3

330-1.2 Quality Control/Acceptance Testing: The contractor’s submittal of documentation for quality control testing may be waived by the Engineer; however, the contractor shall not be exempt from implementing quality control procedures regarding material and workmanship. The local agency shall perform the quality acceptance testing, or utilize a licensed private testing laboratory of the Engineer’s choice.

SECTION 331 TYPE S ASPHALTIC CONCRETE

331-1 Description.

331-1.1 General: Construct a Type S Hot Mix Asphalt (HMA) pavement course as specified by the Contract. The general composition and physical test properties for all mixes shall be met per F.D.O.T Standard Specifications for Road and Bridge Construction. Meet the applicable requirements for plants, equipment, and construction requirements.

Where Type S Asphalt Concrete is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of Section 334 may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

- Type S-I.....Type SP-12.5
- Type S-II.....Type SP-19.0
- Type S-III..... Type SP-9.5

Meet the requirements for plant and equipment specified in Section 320. Meet the general construction requirements specified in Section 330.

331-1.2 Layer Thicknesses:

331-1.2.1 Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

- Type S-III..... 3/4 – 1 1/4 inches [20 – 30 mm]
- Type S-I..... 1 1/4 – 2 1/2 inches [30 – 60 mm]

Type S-II..... 2 – 2 3/4 inches [50 – 70 mm]

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III – Limited to the final (top) structural layer, one layer only.

Type S-I – May not be used in the first layer of courses over 3 1/2 inches [90 mm] thick, nor in the first layer of courses over 2 3/4 inches [70 mm] thick on limited access facilities.

Type S-II – May not be used in the final (top) structural layer.

331-1.2.2 Additional Requirements: The following requirements also apply to Type S Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch [40 mm] initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (#5 feet [#1.5 m] wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be **reduced by 1/2 inch (13 mm), and the maximum allowable thickness may be increased 1/2 inch (13 mm)**, unless shown differently in the plans. Other variations from these thicknesses must be approved by the Engineer.

331-4 General Composition of Mixture.

331-4.3 Mix Design: Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design. Furnish the following information:

1. The specific project on which the mixture will be used.
2. The source and description of the materials to be used.
3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.

4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200 [75 µm]) should be accounted for and identified for the applicable sieves.

5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-I, S-II and S-III) establish the optimum asphalt content at a level corresponding to a minimum of 4.5% air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.

6. A single temperature at which the mixture is intended to be discharged from the plant.

7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction

Courses.

8. Evidence that the completed mixture will meet all specified physical requirements.
9. The name signature dated of the individual responsible for the Quality Control of the mixture during production.

331-4.4 Contractor Quality Control: Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for quality control purposes.

331-5 Acceptance Procedures:

331-5.1 General Construction Requirements: shall meet same requirements as 334-5 General Construction Requirements (with exception to requirements regarding SP spread rates, unless specified by the Engineer).

331-6 Acceptance of the Mixture: shall meet same requirements as 334-6 Acceptance of the Mixture (with exception to Table 334-3 to be replaced with Table 331-6).

Table 331-6 Tolerances for Acceptance Tests	
Characteristic	Tolerance
Asphalt Binder Content	±0.55%
Passing No. 4 [4.75 mm] sieve	±7.00%
Passing No. 10 [2.00 mm] sieve	±5.50%
Passing No. 40 [425 µm] sieve*	±4.50%
Passing No. 200 [75 µm] sieve	±2.00%
*Applies only to Types S-I, S-II, S-III, and FC-3.	

331-7 Acceptance of the Mixture at the Roadway: shall meet same requirements as 334-6 Acceptance of the Mixture (with exception to Table 334-3 shall be replaced with Table 331-6).

Table 334-7 Roadway Density Acceptance Values	
Characteristic	Tolerance
Roadway Density (average of three cores)	92.0% G_{mm} (proposed mix design)
Roadway Density (avg. of 5 tests nuclear method)	95.0% G_{sb} (proposed mix design)
Roadway Density (avg. of 5 tests nuclear method)	96.0 % G_{sb} (lab density)

SECTION 334 SUPERPAVE ASPHALT CONCRETE

334-1 Description.

334-1.1 General: Construct a Type SP Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Hot Mix Asphalt Pavement will fall

into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate HMA mix as shown in Table 334-1.

Table 334-1 HMA Mix Types		
Asphalt Work Category	Mix Types	Traffic Level
1	Type SP-9.5 , or equivalent as determined by the Engineer	A
2	Type SP-9.5, SP-12.5, or equivalent as determined by the Engineer	B or C
3	Type SP-9.5, SP-12.5	C

A Type SP mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.).

334-1.4 Gradation Classification: HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334 3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5..... 9.5 mm
 Type SP-12.5..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the HMA Pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

Type SP-9.5..... 3/4 - 1 1/2 inches

Type SP-12.5.....1 1/2 - 2 1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (≤ 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320 2.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67 22 asphalt binder from the FDOT Qualified Products List (QPL).

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. For Category 2 and 3 projects, require the aggregate supplier to certify that the material meets FDOT requirements.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture if approved by the Engineer. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50 percent by weight of total aggregate.

2. Do not use RAP material in any friction course mixes.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0 percent by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

5. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334 2. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises.

Table 334-2	
Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
<20	PG 67-22
20 – 29	PG 64-22
≥ 30	Recycling Agent

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R35 04, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M323 04, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323 04, Table 3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323 04, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312 04. Use the number of gyrations as defined in AASHTO R35 04, Table 1.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323 04, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323 04, Table 6.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FM 1 T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List, or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

334-3.2.6 Additional Information: In addition to the requirements listed

above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and .
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1 percent.
8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the Mix Designer.
11. The ignition oven calibration factor.

334-4 Contractor Quality Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for quality control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Laying Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.

334-5.2.2 Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40°F for layers greater than 1 inch (100 lb/yd²) in thickness and at least 45°F for layers 1 inch (100 lb/yd²) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd² or less is 50°F.

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of $\pm 30^\circ\text{F}$ from the target temperature as shown on the mix design. Reject all loads outside of this range.

334-5.4 Transportation of the Mixture: Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or

environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: Where the HMA is to be placed on an existing pavement which is irregular, wherever the plans indicate, or if directed by the Engineer, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Apply a tack coat on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes, unless directed otherwise by the Engineer. Use a tack coat product meeting FDOT specifications. Use an emulsified tack coat spread rate of 0.02 to 0.08 gal/sy or as specified by the Engineer.

334-5.6 Paving:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than ± 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals, and make adjustments when the thickness exceeds the allowable tolerance. When making an adjustment, allow the paving machine to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

334-5.6.4 Hand Spreading: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness of Layers: Construct each course of Type SP mixtures in layers of the thickness shown in 334-1.5.1.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all mixture, and compact thoroughly.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling,

do not allow the average spread of a layer to be less than 50 lb/yd² or more than 75 lb/yd². The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required (Asphalt Work Category 3) to meet the specified density requirement, select equipment, sequence, and coverage of rolling. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required (Asphalt Work Categories 1 and 2), use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheelpaths. The Engineer may waive these requirement where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Make them available at the job site at all times during paving operations for Asphalt Work Category 3 and make them available upon request of the Engineer for Asphalt Work Categories 1 and 2.

334-5.10.3.1 Asphalt Work Category 3:

334-5.10.3.1.1 Acceptance Testing: Straightedge the final Type SP structural layer and friction course layer with a rolling straightedge. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Rolling Straightedge Exceptions: Testing with the

rolling straightedge will not be required in the following areas: intersections, tapers, crossovers, parking lots and similar areas. In addition, testing with the rolling straightedge will not be performed on the following areas when they are less than 50 feet in length: turn lanes, acceleration/deceleration lanes and side streets. However, correct any individual surface irregularity in these areas that deviates from the plan grade in excess of 3/8 inch as determined by a 15 foot manual straightedge, and that the Engineer deems to be objectionable, in accordance with 334-5.10.4. The Engineer may waive or modify straightedging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying layer was determined to be exceptionally irregular.

334-5.10.3.1.3 Final Type SP Structural Layer: Straightedge the final Type SP structural layer with a rolling straightedge behind the final roller of the paving train. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.2, and retest the corrected areas.

334-5.10.3.1.4 Friction Course Layer: At the completion of all paving operations, straightedge the friction course. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.3. Retest all corrected areas.

334-5.10.3.2 Asphalt Work Categories 1 and 2: If required by the Engineer, straightedge the final structural layer with a rolling straightedge, either behind the final roller of the paving train or as a separate operation. Correct all deficiencies in excess of 5/16 inch in accordance with 334-5.10.4.2. Retest all corrected areas. If the Engineer determines that the deficiencies on a bicycle path are due to field geometrical conditions, the Engineer will waive corrections with no deduction to the pay item quantity.

334-5.10.4 Correcting Unacceptable Pavement:

334-5.10.4.1 General: Correct all areas of unacceptable pavement at no additional cost.

334-5.10.4.2 Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:

a. Remove and replace the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane.

b. Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)

334-5.10.4.3 Friction Course: Correct deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane. Corrections may be waived if approved by the Engineer.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

- 1) Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
- 2) Asphalt Work Category 2 – Certification and quality control testing by the Contractor as defined in 334-6.3
- 3) Asphalt Work Category 3 – Quality control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Quality Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all quality control testing as described in 334-6.3.1. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the quality control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material.

334-6.3.1 Quality Control Sampling and Testing Requirements: Perform quality control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1 T 168. Test the mixture at the plant for gradation (P-8 and P-200) and asphalt binder content (P_b). Test the mixture on the roadway for density using six-inch diameter roadway cores obtained at a frequency of three cores per day or by Nuclear Density Method if approved by Engineer.

Determine the asphalt content of the mixture in accordance with FM 5 563. Determine the gradation of the recovered aggregate in accordance with FM 1 T 030. Determine the roadway density in accordance with FM 1 T 166 or with FM 1-T 238. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3.

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (average of three cores)	91.5% G_{mm}
Roadway Density (any single core)	90.0 % G_{mm}
Roadway Density (any single core)	90.0 % G_{mm}
Roadway Density (avg. of 5 tests nuclear method if approved by Engineer)	91.5% G_{mm}

334-6.4 Quality Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform quality control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant or at the site with respect to gradation (P-

8 and P-200) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the Project is less than 200 tons, or on Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, first lift of asphalt base course placed on subgrade, miscellaneous asphalt pavement, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lbs/sy. In addition, density testing for acceptance may not be performed on the following areas when they are less than 100 feet in length: crossovers, intersections, turning lanes, acceleration lanes, deceleration lanes, or ramps. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

SECTION 17 - LAWN REPLACEMENT AND SODDING

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

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

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

W-17.02 Topsoil

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

W-17.03 Water

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

W-17.04 Construction Methods

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

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

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

One week after the sod has been planted, a complete fertilizer with minor elements shall be applied weekly at the rate of 1# nitrogen per 1,000 square foot in a 2-1-2 or 4-1-2 formula for a period of 4 weeks, and thereafter every 2

weeks for an additional 30 days. The ground shall not be wet when the fertilizer is applied but will be immediately watered after application of the fertilizer to remove it from the leaf area.

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

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

W-17.05 Caretaking

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

* * *

SECTION 22 - PRESTRESSED CONCRETE CYLINDER PIPE AND FITTINGS

W-22.01 General

All concrete pressure pipe furnished under this specification shall be prestressed concrete cylinder pipe, manufactured in accordance with the AWWA Standard C301 for Prestressed Concrete Pressure Pipe, Steel Cylinder Type, for Water and Other Liquids. The pipe shall be furnished complete with gaskets, grout bands, and lubricant as required for proper installation and completion of the line. Pipe shall be designed for an internal working pressure of 50 pounds per square inch, a surge pressure allowance of 40 percent of the internal working pressure, and an earth cover as shown on the plans with an AASHTO HS-20 truck live load, all in accordance with the AWWA Standard C304 for Design of Prestressed Concrete Cylinder Pipe. The external loading shall be based on a soil density of 120 pounds per cubic foot and a bedding type R3. In addition, the pipe and any restraint system shall be suitable for a field test to a pressure equal to 120 percent of the internal working pressure.

W-22.02 Specials, Fittings, and Accessories

All specials and fittings required for bends, branches, closures, and connections shall be capable of withstanding the pressures and loads as described above. Fittings and specials shall be as described in AWWA C301. Outlets and other connections shall be capable of withstanding the pressures and loads as described above and shall be suitably reinforced. Long radius curves or small angular changes in the pipeline can be formed by deflecting joints of straight pipe or by using pipe sections with one end beveled not more than 4-1/2 degrees to the axis of the pipe. Flange outlets with blind flange covers shall be furnished complete with flange gaskets, nuts, and bolts. The pipe supplier shall furnish all accessories needed when restrained joints are required.

W-22.03 Markings

Each standard pipe shall be marked to designate its strength classification. Bevel pipe and elbows shall be marked to indicate the point of maximum length. Each fitting or special shall be sufficiently marked to indicate its position in the pipeline. Pipe sections with steel cylinders thicker than standard shall also be clearly marked.

W-22.04 Design Data and Shop Drawings

The pipe supplier shall make available to the Contractor and the Engineer basic design data on the prestressed pipe and shop drawings of the specials and fittings. The supplier will also make available to the Contractor and Engineer a pipe installation schedule indicating the sequence for installing pipe, fittings, and specials, as well as the elevations and stationing of the line at key points such as outlets, bends, and change in grade.

W-22.05 Restrained Joints

As specified on the plans, pipe joints shall be mechanically restrained (harnessed) near bends, tees, bulkheads, wyes, and valves for the distances shown. The maximum longitudinal stress in the steel cylinder of harnessed pipe sections shall not exceed 13,500 pounds per square inch based on the internal working pressure or 17,000 pounds per square inch based on the test

pressure and deflection angle. The steel cylinder thickness in pipe sections between the location of the maximum thrust force and the end of the harnessed section can be prorated on the basis of zero longitudinal thrust at the end of the harnessed section.

Two acceptable types of harnessed or restrained joints are the harness clamp and Snap Ring types of flexible restrained joints. The clamp type consists of two semicircular steel clamps which fit over steel lugs that are factory welded or rolled into the steel bell and spigot sections. The semicircular clamps are drawn together by bolts at the springline on both sides of the pipe to form a flexible restrained joint.

The Snap Ring type of flexible restrained joint consists of a split steel ring which is recessed in the steel bell section of the pipe until the joint is made. Once the joint is made, the split steel ring is drawn down into position to form a lock between the bell and spigot by tightening a single steel bolt. The split steel ring, when tightened down, will provide a flexible restrained joint that will transmit longitudinal thrusts across the joint.

Both joint types shall be encased in grout after the joint has been completed using special grout bands supplied by the pipe manufacturer.

W-22.06 Pipe Installation

The pipe shall, at all times, be handled with equipment designed to prevent damage to the joints, or to the inside or outside surfaces of the pipe. The bottom of the trench shall be excavated to proper line and grade, shall be free of rocks, and shall provide a uniform bearing for the full length of the pipe barrel. A suitable excavation should be made at each end of the pipe to allow for the larger bell and to permit installation of the grout band.

Both the bell and spigot of the pipe sections to be joined shall be cleaned just prior to joining. A thin layer of the lubricant supplied by the pipe manufacturer shall be applied to the surfaces of the bell, spigot, and gasket. After lubrication, the gasket shall be installed in the spigot groove. The stretch in the gasket should be equalized by inserting a smooth rod under the gasket and moving the rod completely around the full circumference of the spigot.

All safety procedures for installation and testing operations shall be followed as required by federal, state, and local regulations.

During joint make-up, the pipe being lowered into the trench should be supported so the jointing effort is a straight pull-in motion. The jointing effort can be aided with come-alongs, winches, dead man, or backhoe. The position of the gasket should be checked with a feeler gauge as supplied by the pipe manufacturer. If the gasket is not in place, the joint must be taken apart and re-laid using a new gasket. When the gasket is found to be in the proper position with the feeler gauge, the joint can be finished as described below.

When a joint opening is needed to make a grade or alignment adjustment, the joint should be laid home first, then opened as required on one side. All joint openings must be within the recommended limits of the pipe supplier.

A grout band shall be strapped to the outside of the completed joint so that it encompasses the external joint recess. A grout consisting of one part portland cement, three parts

sand, and sufficient water shall be mixed to produce a grout free of lumps and with a consistency of heavy cream. The grout shall be poured into the opening at the top of the grout band so that it completely fills the external joint recess. The grout should be rodded or puddled to ensure complete filling of the joint recess. A stiffer mix can be used to trowel over the opening at the top of the grout band.

The interior, exposed surfaces of the steel joint rings shall be protected in one of the following ways:

- A) The pipe supplier shall paint the portions of the joint rings that will be in contact with sewage with 8 mils of coal tar epoxy.
- B) The contractor shall mortar the interior joint recess using a stiff 1:3 portland cement/sand mortar.
- C) The contractor shall apply a butyl rubber mastic joint filler to the spigot end or bell socket prior to joining the pipe such that the mastic squeezes out and fills the interior joint recess.

W-22.07 Pressure Test

The completed pipeline (or completed sections of the pipeline) shall be bulkheaded, filled with water, and pressure tested to 120 percent of the internal working pressure (60 psi) for a 2 hour duration. After the line is filled, and prior to pressure testing, it shall be allowed to soak under low pressure to allow the pipe walls to absorb water and for temperature stabilization. While filling the line, the contractor shall be responsible for properly bleeding off trapped air to avoid adversely affecting the leakage test results.

During the hydrostatic test, the contractor shall use a meter or other device to accurately measure the quantity of water necessary to maintain the test pressure on the gauge. The pipeline will not be accepted until the measured leakage is less than 10 gallons per inch of diameter per mile of pipe per 24 hours. All visible leaks shall be repaired regardless of the measured leakage.

* * *

SECTION 29 - CORROSION RESISTANT COATING

W-29.01 General

All replacement ductwork sections shall be provided with an interior corrosion resistant coating, suitable for an immersed, corrosive environment containing chloride and sulfate compounds over the pH range of 0-13 and with temperatures to 200°F. Coating shall be shop-applied to fabricated ductwork sections in strict conformance with the coating manufacturer's requirements and as specified.

W-29.02 Material

Coating material shall be a two-part, cold-cured vinyl ester/acrylic co-polymer with minimum solids content of 99% (solvent free). The resin shall contain glass flakes of the size and quantity necessary to increase the durability of the coating in the environment described.

W-29.03 Surface Preparation

The interior surface of the stainless steel ductwork shall be abrasive grit blasted to provide an anchoring profile of 2.5-3.0 mils. All grit, moisture, dirt, oil, etc., shall be removed prior to application of coating. Abrasive material shall be as recommended by the coating manufacturer.

W-29.04 Application

The coating shall be spray applied to a uniform dry film thickness of 40-60 mils. The thickness of each coat and time between successive coats shall be as recommended by the coating manufacturer.

W-29.05 Product

The corrosion resistant coating shall be Polyglass V.E. as manufactured by Corrocoat Limited, or equal. Polyglass V.E. is available through Metalcoat, Inc. of Florida (P. O. Box 857, Mulberry, FL 33680; phone (813) 425-1185).

W-29.06 Inspection

The Contractor shall make arrangements for the Engineer to inspect the surface preparation of the ducts and the application of the coating. Arrangements shall include notification of the Engineer at least 5 days in advance of any proposed inspection date.

* * *

SECTION 30 - MISCELLANEOUS PIPE AND FITTINGS

W-30.01 General

Miscellaneous pipe and fittings include polyvinyl chloride (PVC) pipe, copper pipe, steel pipe, and plastic tubing.

W-30.02 Polyvinyl Chloride Pipe

Polyvinyl chloride (PVC) pipe shall be Schedule 80 minimum meeting the requirements of ASTM Des: D 1785, 1254B. All joints and fittings shall be threaded except where flanged joints are shown or required for connection to other piping. Threaded PVC fittings shall be socket welding type, 150-pound class, conforming to ASTM Des: D 2467 and D 2657.

W-30.03 Copper Pipe

Copper pipe shall be Type K or L hard-drawn copper tubing and shall meet the requirements of ASTM Des: B 88.

Fittings shall be of the streamlined, solder joint type, and shall meet the requirements of ANSI Specifications B16.22.

W-30.04 Steel Pipe

Steel pipe shall be galvanized, meet the requirements of ASTM Des: A 53 and shall not be less than Schedule 40. Dimensions of steel pipe shall conform to ANSI B36.10.

Fittings for steel pipe shall be galvanized and shall be made to standard dimensions or as shown. Fittings used in pipelines 2□ inches in diameter or smaller shall be of the screwed pattern and shall be of malleable iron meeting the requirements of ASTM Des: A 197. The fittings shall conform to ANSI B 16.3. Where galvanized fittings are shown or specified, galvanizing shall meet the requirements of ASTM Des: A 120. Steel flange fittings shall meet the requirements of ANSI B 16.5 for 150-pound standard, except that the flanges shall be plain faced.

All flanges for steel pipe, except blind flanges, shall be of the slip-on welding type with hubs meeting the requirements of AWWA C207 Class B, D, or E suitable for the size of pipe and test pressures specified, and conforming to the requirements of ASTM Des: A 181, Class 1. The flanges shall be attached to the barrel of the pipe with two continuous fillet welds. The flanges shall be attached to the barrel of the pipe with two continuous fillet welds. Blind flanges shall be plain faced and shall conform to ANSI B 16.5, Class 150. All flanges shall be covered and protected during delivery and storage.

Flanged joints shall be made with bolts or bolt studs with a nut on each end. Bolts, stud bolts, and nuts shall meet the requirements of ASTM Des: A 307, Grade B and ANSI B 16.1 unless noted otherwise on the Plans.

Gaskets for flanged joints shall be of rubber with cloth insertion of the full face type meeting the requirements of ANSI B 16.21 and shall be those made by the Garlock Packing Company, Crane Company, U.S. Rubber Company, or equal. Gaskets shall be 1/16 inch thick.

Zinc for galvanizing, zinc coating, and plating shall meet the requirements of ASTM Des: B 6 and shall be at least equal to the grade designated as "Prime Western."

Wrought metals and castings shall be sandblasted or ground smooth. When a smooth coat is required, castings shall be tumbled and all high spots ground flush. Castings shall be normalized to prevent cracking.

Base metal shall be thoroughly cleaned, using only approved solvents and wire brushes, after which it shall be pickled.

Products to be galvanized shall be safeguarded against embrittlement in accordance with ASTM Des: A 143 and against warpage and distortion in accordance with ASTM Des: A 384.

Galvanizing shall be done by the hot-dip process after fabrication, unless otherwise specified in conformance with the appropriate ASTM and American Hot Dip Galvanizers Association, Inc. specifications. The dipping shall not come in contact with or rest upon the dross during the operation.

Galvanizing and coating shall be done in a plant having sufficient facilities to produce the quality of coatings herein specified and ample capacity for the volume of work required. Galvanized material shall be shipped and handled in a manner which will avoid damage to the zinc coating.

Galvanizing shall meet the requirements of ASTM Des: A 120.

W-30.05 Plastic Tubing

Plastic tubing for the air supply line shall be clear vinyl instrument grade tubing with an inside diameter of 3/8 inch and a minimum wall thickness of 0.062 inch. The tubing shall be FAST & TIGHT, Formula PV-2 as manufactured by Parker Hannifin, Kent, Ohio, or equal.

W-30.06 Workmanship

Working drawings, delivery, erection, testing, insulation, and disinfection of miscellaneous pipe and fittings shall meet the applicable portions of similar requirements for ductile iron pipe specified under the respective sections of Workmanship and Materials.

* * *

SECTION 32 - VALVES

W-32.01 General

This section includes all plug and check valves. Plug valves for buried application shall be provided with mechanical joints. Plug and check valves for pumping stations shall be provided with flanges.

All valves of the same type shall be from a single manufacturer. Parts of valves of the same type and size shall be interchangeable.

The Contractor shall prepare and submit for approval complete detail drawings of all valves which shall include submittals for interior and exterior coatings.

All valves shall be carefully erected in their respective positions, free from all distortion and strain, and shall be packed and left in satisfactory operating condition.

W-32.02 Flanges

Flanges shall be cast solid and faced accurately at right angles to the axis of the casting. Flanges shall be faced and drilled and shop coated with a rust preventive compound before shipment.

Dimensions and drillings of flanges shall meet the requirements of ANSI B16.1 for working pressures of 125 pounds per square inch. Special drillings shall be provided where required.

W-32.03 Check Valves

Check valves, unless otherwise specified, shall be APCO Series 100, Val-matic Series 500, or equal of the horizontal, swing type designed to allow full diameter passage and to operate with a minimum loss of pressure.

Check valves shall have body and body cover of heavily constructed cast iron meeting requirements of ASTM A48, Class 30. Check valve body shall have integrally cast-on end flanges. The flapper shall be rubber and have an "O" ring seating edge and be internally reinforced with steel. The flapper shall be easily replaced while the valve remains in place.

W-32.04 Eccentric Plug Valves

Plug valves shall be of the eccentric valve design for not less than 100 psig water, oil, or gas operating pressure; stainless steel bearings that do not require lubrication, bolted bonnet, resilient faced eccentric plug which moves into raised eccentric seat from open to closed position and provides dead-tight shutoff; cast iron body conforming to ASTM A 126 Class B with welded-in nickel seats, straight through flow with port area a minimum of 100% of pipe area and accessibility to multiple packing rings without disassembly of the valve, wrench operated to 8-inch, gear operated 10-inch and larger, chains and chain wheels 7 feet or more above a floor. Valves shall be DeZurik Series PEF.

W-32.05 Knife Gate Valves

Valves shall be of the bonnetless knife gate type with wafer face-to-face flanged connections and shall have a round port equal to or greater than 100 percent of the area of the connecting pipe. Flanges shall be drilled to the ANSI 125/150 pound standard. The valve shall have a pressure rating of 150 psi and shall have a metal-to-metal seat. The valves shall be DeZurik Series L or equal.

The wetted parts of the valve shall be constructed of 316 stainless steel conforming to ASTM A240. The exterior parts of the valve and the valve superstructure shall be constructed of cast iron, ASTM A126, Class B and ASTM A36 carbon steel, respectively. The valve stem shall be stainless steel and have single lead threads. The yoke sleeve shall be constructed of acid-resistant bronze in accordance with ASTM B30, Alloy 84400. The sleeve shall be equipped with a grease fitting for lubrication of the sleeve and threads. The valve body shall incorporate gate guides and jams to assist the seating.

The valve packing shall consist of multiple layers of square or chevron, braided flax and shall be impregnated with marine or petroleum-based lubricants. The packing gland shall be plastic coated or constructed of stainless steel to prevent corrosion. The gate shall have a knife edge and both sides of the gate shall be finished ground.

Valves shall be equipped with a handwheel actuator and shall be mounted as shown on the construction drawings.

W-32.06 Ball Valves for CPVC Piping

Manually operated ball valves for CPVC piping shall be CPVC ball valves having renewable Teflon ball seats and EPDM seals. Ball valves shall block in both seating directions, leaving full pressure on the opposite end of the valve. The CPVC ball valves shall be rated at not less than 150 psi working pressure at 75 degrees F, self-lubricating, and shall have socket end connectors. The ball valves shall be of true union design to allow for inspection or removal. CPVC ball valves shall be as manufactured by Hayward Industrial Products, Inc., or equal.

W-32.07 Ball Check Valves for CPVC Piping

Ball check valves for CPVC piping shall be constructed of solid CPVC and shall have a CPVC ball. The check valve shall have EPDM O-rings and shall be capable of operating either horizontally or vertically. The check valve shall have a full flow design that provides a free open area that is equivalent to the connecting pipe size. The check valves shall have socket end connectors and shall be of the true union design to allow for inspection and removal of the valve. Ball valves for CPVC piping shall be as manufactured by Hayward Industrial Products, or equal.

W-32.08 Testing

All valves shall be given hydrostatic shop pressure tests at twice the working pressure specified. The valves shall be tested, first by applying the hydrostatic pressure with the valve open and then with the valve closed. The valves shall be tight and secure under the test pressure.

Valves shall be tested in place by the Contractor, as far as practicable, and any defects in

valves or connections shall be corrected to the satisfaction of the Engineer.

W-32.09 Painting and Coating

The exterior of buried plug valves and the exteriors of check and plug valves for pumping stations shall receive the following coating system:

- a) Shop Coat - One, 1.5 mils, MDFT, Sikagard #62 (thinned 10-15%), or equal.
- b) Field Coat - Two coats, 10 mils MDFT each, Sikagard #62, No. 300M, or equal.

The iron or steel interior surfaces of plug and check valves shall be factory coated with an approved system.

* * *

SECTION 33 - LEAKAGE TESTS - PUMPING STATIONS

W-33.01 General

All pipelines and structures required to be watertight shall be tested for leakage by the Contractor under the direction of the Engineer. Air and gas lines shall be tested with compressed air and all other pipelines shall be tested with water under the pressures specified herein.

All tests shall be conducted in a manner to minimize as much as possible any interference with the Contractor's work or progress.

The Contractor shall notify the Engineer when the work is ready for testing, and tests shall be made as soon thereafter as possible. Personnel for reading meters, gauges, or other measuring devices, will be furnished by the Engineer, but all other labor, equipment, air, water, and materials, including meters, gauges, smoke producers, blower, fuel, bulkheads, and accessory equipment, shall be furnished by the Contractor.

W-33.02 Pressure Tests

Pressure tests of pipelines shall be made by maintaining the fluid in the pipe at the specified pressure for a period of 30 minutes. The pipelines shall show no leakage.

Test pressures for the various pipelines shall be as follows:

<u>Type of Pipeline</u>	<u>Test Pressure psi</u>
Sewage (Pump Suctions)	5
Sewage (Pressure) - Pump Discharge	100
Water	125
Sump pump discharge	25
Compressed air	200
Drains	5

W-33.03 Tests of Structures

Leakage tests of wet wells and similar purpose structures shall be made before backfilling by filling the structure with water to the overflow height and observing the water surface level for the following 24 hours. Inspection for leakage will be made of the exterior surface of the structure, especially in the area around the construction joints.

Leakage will be accepted as within the allowable limits for structures from which there are no visible leaks and in which the water surface drops not more than 1/2 inch during the 24 hour test.

If visible leaks appear, the structure shall be repaired by removing and replacing the leakage portions of the structure, waterproofing the inside, or by other methods approved by the Engineer.

Water for the initial filling of the structure will be supplied by the City. Water for subsequent fillings, if required, shall be at the expense of the Contractor.

* * *

SECTION 63 - CONCRETE REPAIR

W-63.01 General

It is the intent of this specification to provide for the repair of the existing concrete surfaces as shown in the drawings. The Contractor shall have been regularly engaged in the repair of concrete structures for a period of not less than 5 years and shall demonstrate that he has successfully completed not less than 3 concrete repair projects of similar size and scope.

All aspects of the concrete repairs are subject to the review and approval of the Engineer. Prior to the start of concrete repair procedures, the Contractor shall submit to the Engineer for approval, a narrative describing in detail the proposed repair methods, materials, and equipment. The narrative shall include all information necessary to evaluate the proposed repairs.

W-63.02 Surface Preparation

The Contractor shall remove all corroded materials from the concrete surfaces as shown. All corroded materials shall be disposed of at an off-site location in accordance with all Federal, State, and local regulations.

The designated concrete surfaces shall be repaired to a condition suitable for the installation of the Amer-Plate PVC liner as specified and recommended by the liner manufacturer. Repairs shall include, but not be limited to, providing the proper surface profile for the liner's adhesive system. Removal of corroded materials shall be accomplished by water blasting, mechanical removal methods (chipping, brushing, etc.), or other methods as approved by the Engineer.

W-63.03 Repair Materials

Where corroded materials have been removed to sound concrete and the concrete surface is pitted to the extent that it is unsuitable for the installation of the liner and adhesive, the Contractor shall level the concrete surfaces by applying appropriate repair materials. All repair materials shall be the products of the same manufacturer. The manufacturer of repair materials shall have been engaged in the production of concrete repair products for not less than 20 years. Specific repair materials shall have been in regular production and successful use for not less than 5 years. The Contractor shall provide a notarized letter from the manufacturer indicating that the manufacturer has reviewed the proposed repair procedures and that the proposed repair products are appropriate.

The following products manufactured by the Sika Corporation have been determined to be suitable for the necessary repairs. Products of other manufacturers may be acceptable, providing they meet or exceed the mechanical properties, service records, and warranties of the Sika products:

1. Vertical and overhead surfaces - Sikatop 123.
2. Horizontal surfaces - Sikatop 122.

All surface preparation, storage, and application shall conform to the manufacturer's instructions and recommendations.

* * *

SECTION 72 - TELEVISION INSPECTION

W-72.01 General

TV inspections of gravity sewers shall be performed by means of a radial view closed-circuit color television camera. The inspection will be done one manhole section at a time. Flow in existing gravity sewers sections requiring inspection shall be maintained and controlled as required to allow passage of the camera and to allow a visual inspection of the entire circumference of the pipe along the length of the pipeline. Contractor will be required to submit methods for controlling flow and maintaining service during these inspections. Prior to the inspection of newly constructed gravity sewers, water shall be run through the pipeline so that depressions or dips in the alignment can be identified during the inspection.

W-72.02 Camera

The television camera used for the inspection shall be specifically designed and constructed for inspections of pipelines. The camera shall be capable of providing a radial view for inspection of the top, bottom, and sides of pipe and for looking up lateral connections. The camera shall be mounted on adjustable skids, or self propelled, to keep it in the center of the pipe. Lighting of the camera shall be supplied by a lamp on the camera, capable of being dimmed or brightened remotely from the control panel. The lighting system shall be capable of lighting the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions and shall have a minimum of 650 lines of resolution. The camera, television monitor, recording devices, and other components of the video system shall be capable of producing a picture quality satisfactory to the Engineer.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire sewer section, the Contractor shall immediately report this information to the City. For post-construction inspections of Developer installed projects, the owner shall be notified of the problem and shall repair the deficiency to the City's satisfaction.

When manually operated winches are used to pull the television camera through the line telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure good communications between members of the crew.

W-72.03 Measurements

The importance of accurate distance measurements is emphasized. A distance meter shall be used for accurately recording the location of defects and key features along the pipeline. The distance meter shall be a direct reading, above ground, friction clamp device or other suitable equipment. Marking on the cable, or the like, which would require interpolation for depth of

manhole, will not be allowed. The meter shall be capable of reducing readings for reverse movement of the camera and shall be capable of being manually re-zeroed for each new setup. The importance of accurate distance measurements is vital. Accuracy of the measurement meter shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at the centerline of the starting manhole and end at the centerline of the ending manhole. Footage shall be shown on the video view and recorded at all times.

W-72.04 Documentation of Inspection

Written television inspection reports shall be provided for each line segment inspected to document defects and key features along the pipeline. The National Association of Sewer Service Companies (NASSCO) coding system shall be used. Information that should be included in the inspection logs is indicated below. One (1) copy of these records shall be supplied to the City.

Video recordings shall also be supplied to provide a visual and audio record of the TV inspection. Video playback shall be at the same speed that it was recorded. A complete recording shall be made of each line televised. A voice recording shall be included that provides brief and informative comments on the sewer conditions. **All television inspection videos shall be in DVD format. Video tapes in VHS format will not be accepted.** The video file shall be an MPEG4 viewing format and compatible with viewing in Microsoft Windows Media Player.

Inspection reports shall use NASSCO standard coding system and shall include, but not be limited to, the following information:

- Date, time, city, street, name of operator, inspector, and weather conditions.
- Pipe diameter, pipe material, section length, depth of pipe, length between joints, and corresponding video recording identification.
- Location of each point of leakage.
- Location of each service connection.
- Location of any damaged sections, nature of damage, and location with respect to pipe axis.
- Deflection in alignment of grade of pipe.

Video recordings shall include written information on the screen and an audio recording describing the inspection and findings. The DVD shall be labeled with information on the location of the inspection, description of the sewer lines, date, inspection company, and other information to identify the inspections included on the DVD. The following information shall be included in video:

Visual (on screen in corner):

- Report number.
- Date of television inspection.
- Sewer section and number.
- Pipe size and material
- Distance along reach (tape counter footage).

Audio:

- Date and time of television inspection, operator name, name of overlying or adjacent street, and manhole numbers.
- Verbal confirmation of sewer section and television direction in relation to direction of flow.
- Verbal description of pipe size, type, and pipe joint length.
- Verbal description and location of each service connection and pipe defect.

46th Street from SR 580 (E Busch Blvd) to SR 582 (E Fowler Ave.) FDOT LAP
SECTION 77 - SOIL REINFORCEMENT AND EROSION CONTROL

W-77.01 General

This work shall include the furnishing of all labor, materials, equipment, services, and incidentals required for the placement of soil reinforcement and erosion control materials 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.

W-77.02 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 soil reinforcement and erosion control materials to instruct in their proper installation.

W-77.03 Material Handling and Storage

Care shall be taken to prevent mud, wet cement, epoxy and like materials, which may permanently affix themselves to the gridwork and mats, from coming into contact with them. The rolled material may be laid flat for storage and shall be covered with a light colored tarpaulin to prevent long term exposure to sunlight.

W-77.04 Soil Reinforcement

A. Material Specifications

The geogrid soil reinforcement fabric shall be composed of interwoven polyester yarn encapsulated in a latex coating. It shall be manufactured to a nominal aperture opening of 1.2 by 1.3 inches. The geogrid shall be "Miragrid 5T," as manufactured by Mirafi Inc., P. O. Box 240967, Charlotte, NC 28224, phone: (704) 523-7477. The geogrid shall possess the following strength and tension creep characteristics:

GRID ORIENTATION

<u>Strength</u>	<u>Main Reinforcing Direction</u>	<u>Cross-direction</u>
Tensile Strength (lbs/ft)		
@ Peak	2,650	1,600
@ 2% Strain	525	300
Modulus (lbs/ft)		
Initial Tangent	65,000	45,000
@ 2% Strain Level	26,500	15,000
@ 5% Strain Level	15,500	8,500

Tensile strength tests shall be performed according to the Wide Width Tensile Test (ASTM D-4595).

Tension Creep

Long Term Allowable Design Load (lbs/ft)	1,050	640
Maximum Allowable Total Strain (%) 2000 hours @ 40% Peak Strength	5	5

Tension creep tests shall be run for 2,000 continuous hours. Tests are to consist of applying a constant dead load instantaneously on a wide (minimum 8 inches) sample and measuring total strain over time.

B. Reinforcement Installation

The geogrid shall be installed in 18-inch lifts with a minimum horizontal embedment length of 10 feet from the face of the proposed bank. The imported fill shall conform to Section W-2.04 - "Select Fill Material Sand." Each 18-inch lift shall be compacted to 95% STD proctor with the use of hand equipment.

The reinforcement shall be rolled out and laid at the proper elevation and orientation as shown on the contract drawings. Orientation of the reinforcement is of extreme importance since geogrids vary in strength with direction. The narrow strands of Miragrid shall be laid in the direction of main reinforcement. The Contractor shall be responsible for correct orientation.

Reinforcement shall be placed coincident with the compaction lift nearest the design elevation of the Plans. No partial or half-lift thickness is required. No special surface treatment, leveling, or smoothing is required. If a sheepsfoot roller is utilized, the imprints are an acceptable surface for reinforcement placement.

After being rolled out, the reinforcing material shall be tensioned by hand until it is taut, free of wrinkles, and lying flat. Overlaps as shown on the Plans shall be maintained. No overlaps will be allowed in the direction of strength without approval of the Engineer. Mechanical connections between adjacent rolls shall be made at this time, if required. Certain fill properties, fill placement procedures, and/or weather conditions may require the reinforcement to be held in place by staples, pins, sand bags, or fill, as directed by the Engineer.

The reinforcing material shall be cut to length as shown on the Plans. A razor blade or sharp knife is an acceptable instrument to cut the material. Should it be necessary to section a roll width, a high speed, abrasive saw, or vibrating knife edge is acceptable.

C. Joining of Geogrid

The Miragrid shall be placed in continuous longitudinal strips in the direction of main reinforcement. However, a positive joint may be made in the direction of main reinforcement with the Engineer's approval. This occurs when the installer is unable to complete a required length with a single roll length of Miragrid, or desires to reduce material wastage.

This joint is most efficiently accomplished by overlapping the roll ends approximately 48 inches, and then interlacing over and under the overlapping main reinforcing strands with a solid 0.25 to 0.375-inch diameter high density polyethylene or polypropylene rod. The connection shall be made across the entire width of overlapping roll ends and between the same two parallel cross-members.

It should be noted that the end to end joint shall not be made within 8 feet of the embankment face or within 15 feet of a joint in an adjacent roll (width) section of Miragrid. No longitudinal (side by side) joints or overlaps are required.

D. Placement of Fill Over Reinforcement

The select fill material shall be compacted to 95% standard proctor, with the use of hand equipment, and installed over the geogrid in 18-inch lifts.

Extreme care shall be taken to prevent wrinkle development and/or slippage of reinforcement during fill placement and spreading. When practicable, fill is to be placed in the direction in which the reinforcement was rolled out, to aid tensioning. However, if fill must be placed transverse to the roll length direction, slight (4-inch) overlaps between roll widths with the top piece of reinforcement being the first to receive fill will prevent permanent folding of reinforcement.

Neither rubber-tired nor track equipment shall be allowed onto bare reinforcement. To avoid damaging the reinforcement, there must be a minimum of 6 inches of fill on top of the reinforcement before tracked equipment can be operated.

W-77.05 Erosion Control

A. Material Specifications

The flexible mat shall be made of polyvinylchloride monofilaments bonded together into a three-dimensional web designed exclusively to serve as an erosion control and revegetation mat. The mat shall be engineered with the optimum balance of web density, porosity, flexibility, and weight to provide armor cover that resists erosion while allowing a naturally vegetated ground surface to establish. The mat shall be green and resistant to natural soil and groundwater chemical degradation. The mat shall be "Miramat-2400" as manufactured by Mirafi Inc. and shall exhibit the following minimum property values:

<u>Property</u>	<u>Test Method</u>	<u>Value</u>
Porosity	Calculated	85% - 90%
Stiffness	ASTM D-1388-64	2000 mg-cm (Max)
Weight	ASTM D-3776-79	24 oz/sy.
Thickness	ASTM D-1777	0.25 in.
Tensile Strength (2-inch strip)	ASTM D-1682-64	
Length Direction		18 lb.
Width Direction		6 lb.
Elongation (2-inch strip)	ASTM D-1682-64	

Length Direction	150%
Width Direction	100%

B. Mat Installation

Scope: The matting shall be installed the full length of the bank restoration and proposed swale as shown on the Plans. Two inches of top soil shall be placed beneath the matting. After installation of the matting as specified below, all areas shall be sodded with Argentine Bahia as described in Section 17 - "Lawn Replacement." The mat/sod installation does not become a complete integral system until such time as the sod has fully developed its rooting system. It is therefore imperative that the Contractor perform the watering and fertilizing as described in Section 17 for the duration of the contract.

Site Preparation: Grade surface of installation areas so ground is smooth and compact. **IMPORTANT:** Remove all rocks, dirt clods, stumps, roots, grass clumps, trash, and other obstructions from lying in direct contact with the soil surface and the mat.

Anchor Trenches: Mat anchor trenches are required at the terminal ends and perimeter sides of mat installations. Terminal end anchor trenches must be a minimum 12 inches deep and 6 inches wide, while perimeter trenches need be only 6 inches deep and 6 inches wide.

Mat Placement: **NEVER STRETCH** matting. Mat shall always lay flat, conforming to contours in the soil surface to prevent erosion underneath mat. Always roll mat uphill parallel to water flow.

Beginning Installation On Site: At center point of site, begin placement by securing mat snugly into downstream anchor trench. Backfill over fasteners and mat in trench and compact firmly with tamper. Keeping mat roll in contact with ground, roll the mat across backfill and upstream. The upstream terminal anchor trench would be done in a similar manner.

Ground Fastening: Eighteen-inch (18") pins, 3/16-inch shank diameter with attached 1-1/2-inch washer, are recommended for fastening mat to the ground. Drive pins only to the depth so that attached washer is flush with ground surface. Consult with manufacturer for alternative use of either metal staples or wooden stakes in areas not requiring periodic maintenance using mechanical methods. In all transverse terminal trenches and check slots, pin each mat roll at its center and at overlapped edges.

Overlaps: Roll width overlaps must be a minimum of 3 inches and consistent along entire length of overlap. Pin every 3 to 8 feet along overlap length.

Roll Ends: Roll ends may be spliced by overlapping (in the direction of water flow) two feet (2'), with the upstream portion of mat on top of downstream portion of mat. This overlap shall receive a minimum of 3 pins.

Alternatively, splicing roll ends may be done in a transverse trench, check slot, which should be 6 inches deep by 6 inches wide. The concluding end of mat roll must be secured snugly into check slot and pinned at edges and center with concluding roll end under continuing roll end. Backfill to cover concluding and continuing ends and fasteners, tamp firmly, and roll continuing mat roll across backfill.

Long Installations: For long, continuous installations, mat should be secured firmly to the soil across the entire roll width every 25 feet. Mat can be secured by running through a check slot and tamping soil over top of mat, or by placing 3 pins evenly spaced across roll width.

Perimeter Trenches: Perimeter trenches shall only be dug upon reaching actual perimeter of mat installation. Perimeter trenches must be 6 inches deep by 6 inches wide. Mat must be placed snugly into perimeter trench, and pinned at 8-foot to 10-foot intervals prior to covering and tamping.

* * *

SECTION 87 - HARDWARE

W-87.01 General

Hardware includes furnishing and installing finished hardware and all necessary and incidental materials except as otherwise specified.

Hardware for the following items are specified as part of the other Workmanship and Materials sections.

- Gates
- Mechanical and electrical access doors
- Roof scuttles
- Saddles and thresholds
- Weather stripping

The schedule of hardware included shall not be construed to be complete. Hardware shall be provided for all doors unless otherwise specified. Hardware for doors not scheduled shall be similar in type and quality to that provided for scheduled doors that are to be used for similar purposes.

W-87.02 Hardware Schedule and Samples

A hardware schedule shall be submitted upon request. The hardware schedule shall state the hardware set number, manufacturer's name, catalog number, finish, and required number of all items of hardware scheduled.

Samples, when requested, shall be submitted for approval and shall be representative of the specified hardware. Samples shall show the materials and finish proposed for use.

W-87.03 Applicable Documents

The following standards, referred to by basic designation only, form a part of this specification to the extent required by the references thereto:

National Fire Protection Association (NFPA)

Standard 80	Fire Doors and Windows
Standard 101	Life Safety Code

Underwriters' Laboratories, Inc. (UL)

Building Materials List

American National Standards Institute, Inc. (ANSI)

W-87.04 Requirements

Advance templates shall be furnished as required for all hardware to be secured to metalwork and for any other hardware for which they are required in order to make proper provisions for the accurate setting and fitting of such hardware and to facilitate the progress of the work.

Hardware shall be suitable and adapted for its required use and shall fit its designated location. Hardware shall be of uniform color and free of any imperfections affecting its serviceability or appearance. All hardware shall have the required screws, bolts, and fastenings necessary for its installation, and instructions packed in the same package with the hardware. Each package shall be legibly marked and adequately labeled, indicating the part of the work for which it is intended. Each marking shall correspond to the number shown on the approved hardware schedule.

All hardware required for shop application shall be delivered in ample time so as not to impede the progress of the work.

Finishing hardware shall not be installed until the cement work has been completed and dried out. All knobs, pulls, and push plates shall be provided with a sheet of cloth or cotton-covered paper of sufficient size to adequately cover and protect the hardware when wrapped and shall be packed in the cartons with the hardware, together with suitable heavy string or rubber bands when shipped. This protection shall be placed securely upon the hardware as soon as it is installed and property maintained until the completion of the building.

W-87.05 Hardware for Labeled Fire Doors

In addition to meeting the requirements specified elsewhere herein, hardware for labeled fire doors shall conform to the applicable requirements of NFPA Standard No. 80. Hardware for labeled fire doors that also serve as exit doors shall conform to the applicable requirements of NFPA Code No. 101. Labeling and listing by the Underwriters' Laboratories, Inc. for the class of door being used will be accepted as evidence of conformance to these requirements. Minimum latch throw shall be as specified on the label of the individual door. Hardware listed by the U.L., Inc. shall be provided except where heavier materials, larger sizes, or better grades are specified herein.

W-87.06 Finishing Hardware

Items of finishing hardware, except as otherwise specified or noted, shall be of the following manufacturers:

Latches - Corbin Hardware Division, Emhart Industries, Inc.; Russwin; or equal.

Hinges - Lawrence Bros., Inc.; Stanley Works; or equal.

Surface-applied closers - Corbin Hardware Division, Emhart Industries, Inc.; LCN; Sargent; or equal.

Miscellaneous items - Corbin Hardware Division, Emhart Industries, Inc.; Brookline Mfg. Co.; Glynn Johnson Corp.; Ives Division of Leigh Products, Inc.; or equal.

The type, materials, strength, design, quality, weight, mechanical construction, and operation of hardware shall be as described by the catalog numbers specified, or equal.

W-87.07 Hardware Items

Latch sets shall be equal in function to those described in the schedule.

Levers shall be 4 inches wide and shall project 2-5/8 inches from the face of the door. The levers shall be of stainless steel with screwless shanks and shall be provided with a 2-1/4-inch diameter rose.

Latch faces shall be beveled, rounded, or rabbeted as required.

Special back sets shall be provided where lock stiles are too narrow for back set or locks specified. Where deadlocks are specified with push plates, centerline of cylinder shall line up with vertical centerline of push plate. Strike plates shall be wrought, box type, of standard construction, except that where doors are set back on jambs, extended flat lip strikes to suit details shall be provided.

Hinges shall be extra heavy duty, template, full mortise four ball race, flat button tip type with nonrising stainless steel pins unless otherwise specified or required. Standard weight two ball race, where scheduled, shall be to template with nonrising stainless steel pins. Exterior hinges shall be extra heavy with nonremovable stainless steel pins. Finishes and types shall be as specified in hardware sets.

Sizes of hinges shall be as follows:

<u>Door Width (inches)</u>	<u>Hinge Size (inches)</u>
36 or less	4-12 by 4-1/2
37 to 48	5 by 4-1/2
Over 48	6 by 4-1/2

Quantities of hinges shall be as follows:

<u>Door Height</u>	<u>Number of Hinges</u>
5 feet or less	2
Over 5 feet to 7 feet 6 inches	3
Over 7 feet 6 inches	4

Door closers shall be sized for each location as shown in the hardware schedule. Casings for door closers shall be of cast iron, prime coated. Closers shall have individual regulating valves for closing and latching control, including fully adjustable back-check control. Closers shall conform to ANSI A156.4 Grade 1.

Surface-applied door closers shall be the overhead liquid type with full rack and pinion.

Surface closers in general shall be applied away from finished areas and corridors by means of parallel arms. Exterior cover boxes concealing surface-mounted closers shall be provided. Cover boxes shall be sprayed finish SBL. Closer arms are to be sprayed to match.

Hold-open devices, where required by the hardware schedule, shall be adjustable to any predetermined angle up to the limit of the door swing. Fusible links shall be provided for hold-open arms where labeled doors are shown, unless specifically prohibited by local codes.

Overhead holders shall hold doors open at 90 degrees.

Flush bolts shall be 12-inch size, unless otherwise specified or required, and furnished with dustproof strikes.

Silencers shall be provided on all doors with metal frames. Three door silencers shall be provided for single doors. Two door silencers shall be provided for head frame for double doors.

Coordinating devices for double doors with overlapping astragal or rabbeted meeting stiles to assure inactive door closing before the active leaf shall be provided.

W-87.08 Installation of Hardware

All hardware shall be installed in a neat, workmanlike manner, following manufacturer's instructions. Fasteners furnished with the hardware shall be used to fasten hardware in place, except as indicated or specified otherwise. Hardware shall be fastened to wood surfaces with full-threaded wood screws. Machine screws set in expansion shields shall be used for fastening hardware to solid concrete and masonry surfaces. Toggle bolts shall be used where required for fastening to hollow core construction. Through-bolts shall be used where indicated or specified and where necessary for satisfactory installation. All hardware shall be properly adjusted. All hinges, locks, latches, bolts, holders, closers, and other items shall operate properly. After hardware is checked, keys shall be tagged, identified, and delivered to the Engineer. All errors in cutting and fitting, and all damage to adjoining work shall be corrected, repaired, and refinished.

W-87.09 Hardware Schedule

Hardware shall be provided for each door in accordance with the following schedule. In the event of a discrepancy between the hardware items and the hardware schedule, the hardware schedule shall govern. The number and descriptions herein scheduled refer to Catalog 33 of the Corbin Hardware Division, Emhart Industries, Inc.; Lawrence Brothers, Inc.; Glynn Johnson Corp.; and Ives Division of Leigh Products, Inc. These numbers are shown solely for the purpose of indicating type and quality of hardware desired. Equivalent hardware manufactured by Sargent, Russwin, Yale, or equal, may be substituted.

The items of hardware listed in the following schedule are as required for each door or each pair of doors as indicated. Where the symbol "NF" is used after a lockset number, the case and interior working parts shall be nonferrous metal.

HARDWARE SCHEDULE

<u>No.</u>	<u>Quantity and Description</u>	<u>U.S. Finish</u>
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SECTION 88 - CAULKING AND SEALING

W-88.01 General

Caulking and sealing includes furnishing and installing the caulking and sealing work shown, specified, and required to complete the work. Caulking and sealing shall include, but is not limited to, the following: interior and exterior perimeter joints around all doors, windows, louvers, and frames; control joints; expansion and contraction joints, pressure-relieving joints, stone masonry joints, precast concrete joints, perimeter of ducts and conduits at walls and partitions and accessories and appurtenances required for the work.

Materials other than the sealant shall be as recommended by the sealant manufacturer and as approved.

W-88.02 Materials

The sealant shall be based on liquid polyurethane polymer. The sealant shall be delivered to the job site in sealed containers bearing the manufacturer's name and product designation. The sealant shall be a two component elastomeric sealant conforming to Fed. Spec. TT-S-00227E or ANSI 116.1.

The color of the sealant shall match that of the adjacent surface.

Primer, where required, shall be tested for staining and durability on samples of actual surface to be sealed.

Backup materials and preformed joint fillers shall be nonstaining, compatible with sealant and primer, and of a resilient nature, such as closed cell polyethylene rod, closed cell urethane or neoprene rod, or elastomeric tubing or rod. Materials impregnated with oil, bitumen, or similar materials shall not be used. Size and shape shall be as shown by joint details. Sealant shall not adhere to backup material.

Bond breakers, where required, shall be polyethylene tape.

Solvents and cleaning agents shall be compatible with the caulking compound, backup material, and bond breakers.

Primer, backup materials, bond breakers, and solvents shall be as recommended by the sealant manufacturer in writing.

W-88.03 Installation

All joints shall be thoroughly cleaned and all foreign matter such as dust, oil, grease, water, surface dirt, and frost removed. Porous materials such as concrete, masonry, or stone shall be cleaned by mechanical means, water blast cleaning, acid washing, or a combination of these methods as required to provide a clean, sound base surface for adhesion of the caulking compound.

Concrete shall be fully cured and free of laitance, loose aggregate, mold release agents,

curing compounds, water repellents, and other surface treatments. If surface treatments are present, tests for adhesion shall be made before proceeding with the caulking and sealing.

Nonporous surfaces such as metal and glass shall be cleaned by approved mechanical means. Protective coatings on metallic surfaces shall be removed by a solvent that will not stain or leave a residue. Joint areas shall be protected with masking tape or film and shall be cleaned after removal of tape or film.

Joints which are shown to receive caulking and sealing shall be a minimum of 1/4 inch wide by 1/4 inch deep, unless otherwise approved.

Joints in concrete, masonry, and stone shall be as follows:

<u>Joint width</u>	<u>Depth of Caulking</u>
Up to 1/2 inch	Equal to width of joint
1/2 to 1 inch	1/2 inch
1 to 2 inches	1/2 of the joint width

Joints in metal, glass, and other nonporous surfaces shall be a minimum depth of one-half the applied sealant width, and shall not exceed the applied sealant width.

Backup material or joint filler, of the type and size specified or shown, shall be installed at the proper depth in the joints to provide sealant dimensions specified. Backup material shall be of suitable size and shape so that when compressed, 25 to 50 percent, it will fit in joints as required. The sealant shall not be applied without backup material and, if necessary, bond breaker strip. When using backup of hose or rod stock, the material shall be rolled into the joint to avoid lengthwise stretching. Hose or rod stock shall not be twisted or braided. Specified bond breaker strips shall be used between sealant and supporting type backup material. Bond breaker strips shall be used between sealant and supporting type backup material. Bond breaker strips shall be used in all joints where sufficient room for backup does not exist.

All caulking and sealing work shall be done by workmen specializing in the application of caulking and sealants in strict conformance with the sealant manufacturer's recommendations. Masking tape shall be applied, where required, in continuous strips in alignment with joint edge. The sealant shall be applied with a power-actuated gun or other means approved by the Engineer. The gun shall have a nozzle of approved size and shall provide sufficient pressure to completely fill the joints as detailed. All joint surfaces shall be neatly pointed or tooled to provide the contour of recess indicated on the details and the masking tape shall be removed. All joints shall be watertight.

* * *

SECTION 97 - MANHOLE FRAME ADJUSTMENT DEVICES

W-97.01 General

Manhole frame adjustment devices shall include the expansion unit and bolts. The expansion unit shall consist of four (4) segments, with steel reinforcement, connected by expansion/contraction stud bolts and shall have vertical adjustment bolts engaged in the bottom of each segment.

The Contractor shall submit fully dimensioned drawings of the manhole frame adjustment device, including material specifications on the segments, steel reinforcement, and bolts.

The manhole frame adjustment devices shall be the Micrometer Model MB Adjus-to-Grade Castings as manufactured by NUPCO.

W-97.02 Design Standards

Manhole frame adjustment devices shall be capable of withstanding an H-20 wheel loading without bending or deformation in an elevated position relative to the old road surface.

W-97.03 Materials

The materials used in the manhole frame adjustment devices shall meet the requirements of the following standards, except as otherwise specified:

Ductile Iron	ASTM-536 Grade 60-45-12
Steel	ASTM-606 Type 4
Stainless Steel	AISI Type 302

W-97.04 Workmanship

The steel plate for the segments shall be formed and reinforced with a cold-rolled steel bar welded along the plate's top edge. The steel bar shall be at least 9/16-inch in diameter. The four segments shall be joined together with stainless steel expansion/contraction bolts that shall allow an adjustment of the diameter of each assembled unit from at least 1/2-inch smaller to 1-inch greater than the existing manhole frame dimensions. The expansion/contraction shall be capable of resisting torque movement after installation and shall maintain a secure fit under loading.

The vertical height adjustment shall be accomplished by stainless steel elevating bolts engaged in the bottom of each segment of the assembled unit. The vertical adjustment bolts shall provide for a variable height adjustment from 1-1/2 inches to 2 inches.

W-97.05 Coatings and Linings

Each segment shall have a resilient, compressible, polymer material chemically bonded to the outer wall surface and the support area for the manhole cover. All other surfaces shall be coated with an asphaltic varnish.

W-97.06 Installation

The assembled units shall be assembled according to the manufacturer's instructions and shall resist movement or deformation under loading.

* * *

SECTION 105 - ROOT PRUNING

W-105.01 General

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

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

W-105.02 Performance of Work

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

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

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

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

* * *

SECTION 108

DEWATERING

108.1 General.

108.1.1 Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Delegated Design: Design dewatering system, including comprehensive engineering analysis by a qualified, Florida-licensed professional engineer, using performance requirements and design criteria indicated.
2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
3. Prevent surface water from entering excavations by grading, dikes, or other means.
4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

108.1.2 Submittals:

108.1.2.1 Shop Drawings (for dewatering system): Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.

1. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
2. Include a written plan for dewatering operations including control procedures to be adopted if dewatering problems arise.

108.1.2.2 Delegated-Design Submittal: For dewatering system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

108.1.2.3 Qualification Data: For qualified installer and professional engineer.

108.1.2.4 Field Quality-Control Reports

108.1.2.5 Videotape: Show existing conditions (prior to, during, and after construction) of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.

108.1.3 Quality Assurance:

108.1.3.1 Installer Qualifications: An experienced installer that has specialized in dewatering work.

108.1.3.2 Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with hauling and disposal regulations of authorities having jurisdiction.

108.1.3.3 Preinstallation Conference: Conduct conference at the project site. Review methods and procedures related to dewatering including, but not limited to, the following:

1. Inspection and discussion of condition of site to be dewatered including coordination with temporary erosion control measures and temporary controls and protections.
2. Geotechnical report.
3. Proposed site clearing and excavations.
4. Existing utilities and subsurface conditions.
5. Coordination for interruption, shutoff, capping, and continuation of utility services.
6. Construction schedule. Verify availability of installer's personnel, equipment, and facilities needed to make progress and avoid delays.
7. Testing and monitoring of dewatering system.

108.1.4 Project Conditions:

108.1.4.1 Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by the City or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify the City and the utility owner no fewer than two (2) days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without City's and utility owner's written permission.

108.1.4.2 Project Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of the geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by the geotechnical engineer. The City will not be responsible for interpretations or conclusions drawn from this data. Make additional test borings and conduct other exploratory operations necessary for dewatering.

108.1.4.3 Survey Work: Engage a qualified, Florida-licensed land surveyor to survey adjacent existing buildings, structures, and site improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify City if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

108.2 Execution.

108.2.1 Preparation:

108.2.1.1 Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

108.2.1.2 Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

108.2.1.3 Provide temporary grading to facilitate dewatering and control of surface water.

108.2.1.4 Monitor dewatering system continuously.

108.2.1.5 Promptly repair damages to adjacent facilities caused by dewatering.

108.2.1.6 Protect and maintain temporary erosion and sedimentation controls during dewatering operations.

108.2.2 Installation:

108.2.2.1 Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal and surface water controls. Space well points or wells at intervals required to provide sufficient dewatering. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

108.2.2.2 Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

108.2.2.3 Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom off foundations, drains, sewers, and other excavations. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

108.2.2.4 Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations. Maintain piezometric water level a minimum of 24 inches below surface of excavation.

108.2.2.5 Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

108.2.2.6 Provide standby equipment on site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to the City. Remove dewatering system from project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

108.2.2.7 Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

108.2.3 Field Quality Control

108.2.3.1 Observation Wells: Provide, take measurements, and maintain at least the minimum number of observation wells or piezometers indicated in the dewatering plan; additional observation wells may be required by authorities having jurisdiction.

1. Observe and record daily elevations of ground water and piezometric water levels in observation wells.
2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation well risers to demonstrate that observation wells are functioning properly.
3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.

108.2.3.2 Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

END OF SECTION 108

SECTION 110
CLEARING AND GRUBBING
AND
WELL ABANDONMENT

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, 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.

In borrow and material pits, do not perform any clearing or grubbing within 3 feet inside the right-of-way line.

Within all other 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 (other than as permitted under the provisions of 120-7.2) 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 Department-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 authority'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, whichever requires the deepest removal, but 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 Department 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 Department.

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 District Contamination Assessment Coordinator who will coordinate selecting and tasking the Department's Asbestos Contractor or Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the Asbestos/CAR Contractor will determine the course of action necessary for site security and the steps necessary to resolve the contamination issue.

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

The Asbestos/CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The Asbestos/CAR Contractor 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.

Both Contractors will use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the Asbestos/CAR Contractor to expedite integration of the Asbestos/CAR Contractor's operations into the construction project. The Prime 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 Prime Contractor in accordance with 4-3.

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

110-7 Removal of Existing Pavement.

Remove and dispose of existing 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 110-9.

110-9 Disposal of Materials.

110-9.1 General: Either stack materials designated to remain the property of the Department in neat piles within the right-of-way or load onto the Department'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 7-1.2, 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 Removal of Existing Structures.

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 Recover Act (RCRA).

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.

Obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposal of any hazardous materials/waste.

List the Department as the generator of all hazardous materials/waste.
Submit the following for the Engineers' 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,
- c. Proposed treatment and/or disposal of all Hazardous Materials/Waste.

Transport all hazardous materials/waste in accordance with applicable 40 CFR 263 Standards. 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
- (c) 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 Removal of Existing Structures.

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.

Maintain all records required by this Specification and ensure these records are available to the Department 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 Department'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 Design Standards.

110-11 Method of Measurement.

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.

110-11.2 Removal of Existing Structures: When direct payment is provided in the Contract, the quantity to be paid for will be the lump sum quantity or quantities for the specific structures removed, as designated.

110-11.3 Removal of Existing Pavement: Payment for removal of flexible asphalt pavement is included in the Lump Sum price for Clearing and Grubbing. When a separate item for Removal of Existing Pavement is provided, the quantity to be paid for will be the number of square yards of existing pavement of the types listed in 110-7, acceptably removed and disposed of, as specified. The quantity will be determined by actual measurement along the surface of the pavement before its removal. Measurements for appurtenances which have irregular surface configurations, such as curb and gutter, steps, and ditch pavement, will be the area as projected to an approximate horizontal plane. Where the removal of pavement areas is necessary only for the construction of box culverts, pipe culverts, storm sewers, inlets, manholes, etc., these areas will not be included in the measurements.

110-11.4 Plugging Water Wells: When direct payment is provided in the Contract, the quantity to be paid for will be the Contract Item Lump Sum price.

110-11.5 Delivery of Salvageable Material to the Department When direct payment is provided in the Contract, the quantity to be paid for will be the Lump Sum quantity for delivery of salvageable materials to the Department as indicated in the plans.

110-11.6 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.

SECTION 112 - TREES, PLANTS, AND GROUNDCOVERS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

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

1.2 DEFINITIONS:

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

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

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

"Maintenance Period" shall begin when plant material is installed and continue for thirty (30) days after notification of Final Acceptance.

"Final Maintenance Inspection" shall occur at the end of the thirty (30) day maintenance period.

1.3 QUALITY ASSURANCE:

- A. The landscape installation shall be by a single firm specializing in landscape work.
- B. Plant names indicated shall comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed shall conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- C. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock" (ANSI Z60 1) and, sizing and grading standards of the latest edition of "Grades and Standards for Nursery Plants: Part I and II" by the Florida Department of Agriculture and Consumer Services. All plant material shall be "Florida No. 1" or better.
1. Caliper measurement shall be taken six (6) inches above ground level if four (4) inches or less. If greater than 4 (four) inches, caliper measurement will be taken at twelve (12) inches above ground level.

- D. Do not make substitutions. If specified landscape material is not obtainable submit to the Engineer in writing, proof of non-availability and proposal for use of equivalent material.
- E. All plants shall be nursery grown and 100% acclimatized to local planting conditions.
- F. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated. Height and spread specified will prevail over container size specified, for groundcover and shrub material only.
- G. All trees will be inspected and approved by the Engineer at the place of growth, for compliance with specification requirements for quality, size, and variety. When trees cannot be obtained locally, provide sufficient photographs of the proposed plants for approval.
 - 1. Approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
 - 2. Tag trees at the source of supply prior to inspection by the Engineer.

1.4 SUBMITTALS:

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

2. Identify field changes of dimension and detail and changes made as directed by the Engineer.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.
- B. Trees must be held and fully acclimatized over a period not less than eight (8) weeks prior to delivery to site.
- C. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately prior to digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order. Upon arrival, the certificate shall be submitted to the Engineer. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Engineer. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.
- D. Plant material that is stored improperly shall receive a special review established on a case by case basis.
- E. Cover plants transported on open vehicles with a protective covering to prevent wind burn.
- F. Topsoil shall be kept dry and loose for planting bed mixes.
- G. Label at least one (1) tree and one (1) shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common names.

1.6 JOB CONDITIONS:

- A. Work notification: Notify the Engineer at least seven (7) working days prior to installation of plant material. All plant samples shall be reviewed for approval prior to notification.
- B. Protect existing utilities, paving and other facilities from damage caused by landscaping operations. Notify any affected utilities 48 hours prior to beginning work, if applicable.
- C. A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.
- D. Examine the subgrade, verify the elevations, observe the conditions under which work is to be performed, and examine unsatisfactory conditions before proceeding with the work.

1. When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify the Engineer before planting to determine alternative action.
 2. Contractor shall be responsible for the removal of existing vegetation deemed necessary by the Engineer to carry out the scope of the project.
- E. The irrigation system shall be installed prior to planting, if applicable. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components, new and existing, damaged during planting operations. Test system prior to installation of plant material.
- F. Any work taking place along a city, county or state road or median must comply with appropriate regulating authorities guidelines for "Traffic Controls for Construction and Maintenance Operations". Contractor shall be responsible to file and obtain any and all required agency permits.

PART 2 - PRODUCTS

2.1 MATERIALS:

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

7. Plants larger than those specified in the plant list may be used when approved by the Engineer.
 - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
8. The height of the tree, measured from the crown of the roots to the average height of the top of the tree, shall not be less than the minimum size designated in the plant list. Container size designated, if any, shall be the minimum size required.
9. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
10. Height and spread requirements, of shrub and groundcover material, indicated in the plant list shall prevail over container size indicated, unless otherwise specified.
11. Shrubs and small plants shall conform to the following standards:
 - a. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
 - b. Single stemmed or thin plants will not be accepted.
 - c. Side branches shall be generous, well-twiggged, and the plant as a whole well-bushed to the ground, unless otherwise specified.
 - d. Plants shall be in a vigorous condition, free from dead wood, bruises, or other root or branch injuries.
12. Any plant material showing signs of shock will be judged on a case by case basis for acceptance or rejection.

2.2 ACCESSORIES:

- A. Refer to drawings and other portions of specifications for accessories specifically used on this project.
- B. Topsoil for Planting Beds: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with acidity range between pH 5.5 and 6.5. Mixture 50% coarse native sand and 50% peat as specified.
 1. Expressly identify source location of topsoil proposed for use on the project.
 2. Provide topsoil free of substances harmful to the plant material. Topsoil shall be sterilized.

- C. Peat: Brown to black in color, sterile, weed and seed free, granulated raw peat, containing not more than 9% mineral on a dry basis.
- D. Fertilizer shall be complete with the following analysis and source compounds:
- 10% nitrogen derived from ammonium nitrate.
 - 2% phosphorous derived from super phosphate.
 - 10% potassium derived from potassium sulfate.
 - 4% magnesium derived from magnesium sulfate.
- The fertilizer shall be neutral and contain the essential micro-nutrients (Chelated Fe, Mn, Zn, Mo, Bo, Cu) in sulfates unless otherwise indicated in ppm.
- E. Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.
- F. Mulch shall be recycled mulch material (unless specified otherwise on drawings) clean, bright and free from weeds, moss, sticks and other debris. Mulch shall be spread at a minimum of two (2) inches deep and a maximum of four (4) inches deep or as otherwise noted.
- G. Water: Free of substances harmful to plant growth. Water shall contain less than 300 ppm soluble salts and less than 10 ppm chlorine, fluoride and sodium. Hoses or other methods of transportation shall be furnished by Contractor. Contractor shall furnish water supply from an acceptable source: deep wells, municipal potable supply and treated waste water.
- H. Anchors: Provide "Duckbill" Earth Anchor Systems or approved equal, with white vinyl coated cable of size appropriate for tree size.
- I. Guys: Provide guys of 12 gauge galvanized iron wire annealed. Provide 6" x 1-1/2" galvanized turnbuckles. Provide 1/2" reinforced rubber hose, cut to lengths necessary to protect tree branches from wire damage. Guys to be flagged with florescent flagging.
- Bracing: Provide braces of 2 x 4 P.T. pine. Wrap trunk with burlap. Wrap cleat band around 2x4x12 P.T. pine.
- J. Twine: Two-ply jute material.
- K. Filter Fabric: Rot resistant polypropylene fabric and water permeable.
- L. Drainage Tile: ASTM F405 corrugated polyethylene drainage tubing, perforated.
- M. Drainage Fill: AASHTO M43 #6 (3/8" to 3/4") clean uniformly graded stone or gravel.
- N. Pre-emergent weed killer: Apply 2: granular "Chipco" Ronstar or equal.

PART 3 - EXECUTION

3.1 INSPECTION:

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

3.2 PREPARATION:

A. Time of planting.

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

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

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

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

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

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

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

3.2 INSTALLATION:

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

mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

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

1. Remove all burlap, ropes, and wires from the tops of balls.
- B. Space groundcover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 4" of the trunks of trees and shrubs within planting bed and to within 6" edge of bed.
- C. Apply anti-desiccant using power spray to provide adequate film over trunks, branches, stems, twigs and foliage.
- D. Mulch:
1. Apply pre-emergent weed killer over grade prior to mulching, as directed by the Engineer. Use rates recommended for specified product.
 2. Mulch tree, shrub planting pits and shrub beds with required mulching material 2" deep or as otherwise noted immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.
- E. Staking/Guying:
1. Stake and guy all trees immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions which may effect tree survival or appearance occur, the Engineer may require immediate staking and guying.
 2. Stake trees under 3" caliper.
 3. Guy trees 3" caliper and over.
 4. Brace all palm trees. Wrap with 5 layers burlap approximately 1/3 of the way up trunk. Attach lumber with cleats and hammer braces to lumber. Secure to ground with stake.
- F. Pruning:
1. Prune branches of B&B stock, prior to transplanting, to balance the loss of roots and preserve the natural character appropriate to the particular plant requirements. In general, remove 1/4 to 1/3 of the leaf bearing buds, proportion shall in all cases be as approved by Engineer. Remove or cut back broken, damaged, and unsymmetrical growth of new wood. Prune trees to retain required height and spread. Do not cut structural branches. Required sizes are the size after pruning.

2. Multiple leader plants: Preserve the leader which will best promote the symmetry of the plant. Cut branches at branch collars.

G. Care of Existing Trees:

1. All existing trees, if any, shall be protected through the duration of this project as outlined in the Tree Protection Standards of the City of Tampa Site Clearing Ordinance. These requirements and those attached at the end of this section are available in the City Hall Annex Building, 3rd floor east, Duplication Office for a fee.

H. Tree Relocation:

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

3.3 MAINTENANCE:

A. Begin maintenance immediately after planting. Maintain all plant material until final acceptance and for an establishment period of thirty (30) days after final acceptance.

B. Maintenance shall include but is not limited to pruning, cultivating, mowing, weeding, fertilizing, watering, and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease.

1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
2. Tighten and repair guy wires and stakes as required.
3. Correct defective work immediately after deficiencies become apparent and weather permits.
4. In addition to irrigation system, water trees every other day saturating the soil to a depth of three (3) feet for the first two (2) weeks. If no irrigation system exists, water plant material per the following schedule:

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

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

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

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

3.4 ACCEPTANCE:

A. Inspection to determine acceptance of planted areas will be made by the Engineer upon Contractor's request. Provide notification at least five (5) working days before requested inspection date.

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

3.5 WARRANTY:

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

3.6 CLEANING

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

* * *

SECTION 113 – DISPOAL OF DEBRIS

W-113.01 General

The Contractor shall furnish all labor, materials and equipment required to transport and dispose of debris removed from all pipelines and structures to an approved facility at the Contractor's expense. Any permits required for the hauling and disposing of materials shall be obtained by the Contractor at their expense.

W-113.02 Scope of Work

The Contractor will have the following responsibilities:

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

SECTION 425 - STORMWATER INLETS, MANHOLES
AND JUNCTION BOXES

W-425.01 General

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

W-425.02 Composition and Proportioning

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

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

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

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

W-425.03 Gratings

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

When Alternate "G" grates are specified, the chain, bolt, nuts, and cold shuts shall be

galvanized after fabrication in accordance with the requirements of ASTM A 123.

W-425.04 Forms

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

W-425.05 Precast Inlets, Manholes, and Junction Boxes

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

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

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

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

W-425.06 Construction Methods

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

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

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

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

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

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

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

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

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

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

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

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

W-425.07 Drainage Structures

1. All inlets, manholes, and junction boxes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:

- a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12 inches from top of pipe to bottom of top slab, before "stack" is used.
 - b. The minimum diameter for stack heights shall be thirty-six (36) inches.
 - c. The minimum distance between pipe openings shall be nine (9) inches.
 - d. For four-sided structures having openings in more than one corner, individual shop drawings must be submitted for prior approval.
2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct brick drainage structures (in place of concrete drainage structures), according to the standards specified below:

Brick construction shall be as follows:

- a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.
 - b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.
 - c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.
 - d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).
 - e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.
 - f. All brick structures shall be plastered smooth inside also with 1/2-inch thick, 1:2 (Portland cement-sand) mortar.
 - g. No "unsound" brick shall be used. As a test, if a light hammer blow, with the brick held lightly in hand, does not produce a uniform crisp ringing sound, the brick shall be construed to have crack(s), or otherwise unsound and shall be rejected.
 - h. All bricks shall be solid.
3. No additional compensation shall be paid for brick structures. Brick and concrete shall not be used simultaneously in drainage structure walls. Walls of round structures shall be constructed of concrete only.
4. For all types of manholes, the top and bottom slab shall be as per applicable D.O.T. standards, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:

- a. Top and bottom slabs shall have same thicknesses and reinforcements in any manhole structure.
 - b. The minimum slab thickness and reinforcement shall be 8 inches thick and #6 bars at 6-inch centers both ways.
 - c. 4-foot by 6-foot (4' x 6') or larger manholes, including circular manholes with inside diameter of 5-feet (5.0') or larger, shall have 10-inch thick slabs with #7 bars at 6-inch centers both ways.
 - d. Unless specified on the Plans, four-sided structures with both inside dimensions in excess of eight feet (8.0') and circular structures with inside diameter in excess of eight feet (8.0') shall not be covered by D.O.T. and the above criteria.
5. All grate inlets shall conform to the City of Tampa design standards.
 6. Grates on inlets, as well as all other structures, shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
 7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.
 8. The reinforcements and shapes for all drainage structures, unless directed by the Engineer otherwise, shall conform to the Plans and applicable design standards.
 9. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the Contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.
 10. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu D.O.T. Type 5 and 6 inlets and vice-versa without additional cost to the City. P-5 and P-6 inlets shall have 3-1/2-foot by 3-1/2-foot substructures unless oversize pipe is to be accommodated or otherwise directed by the Engineer. Legible, detailed plans of each inlet type shall be provided to the Contractor.

Side openings in curb and grate type inlets may be specified in the Plans or by the Construction Engineer to meet site conditions. The Contractor shall provide such openings without any additional cost.
 11. When precast drainage structures are requested as substitutions for poured in place concrete structures, the Contractor shall meet the following additional requirements:
 - a. Minimum height of the base structure (manhole or inlet barrel), unless restricted by design, shall be 5 feet 0 inches before extending the structure height by another precast "barrel." The minimum height of the top (extension) precast "barrel" shall be 1 foot 6 inches. "Barrel" extensions of less than 1-foot 6-inch height shall be cast

in place with continuous reinforcement.

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

12. All manhole and inlet structures shall be set on a minimum 6-inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the Plans or Specifications, or unless the Engineer determines a thicker layer is required due to soil and/or water conditions. All such coarse aggregate shall be completely enveloped in non-woven filter fabric as directed by the Engineer.

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

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

* * *

SECTION 430 - PIPE CULVERTS AND STORM SEWERS

W-430.01 General

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

W-430.02 Laying Pipe

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

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

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

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

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

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

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

As an exception to the above, when concrete mitered end sections are permitted, reinforced

concrete U-endwalls may be used but shop drawings must be submitted to the Engineer for approval prior to use.

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

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

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

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

W-430.03 Removing and Relaying Existing Pipe

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

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

W-430.04 Placing Pipe Under Railroad

General: Pipe culverts to be constructed under railroad tracks shall be constructed in accordance with the requirements of the railroad company.

Unless the specific provisions specifically stipulate that the work of shoring under the tracks, and sheeting and bracing of the trench, is to be done by the railroad company, all such work required by the railroad company or deemed necessary by the Engineer in order to assure safe and uninterrupted movement of the railroad equipment, shall be done by the Contractor at his expense.

Requirements of the Railroad Company: The method of installation shall be as required by the railroad company as specified in the specific provisions.

When the general method of installation which the railroad company will require is indicated in the plans, such method and any other specific details of the installation which might be indicated in the plans, shall not be changed without written approval of the Engineer, after the approval (or the direction) for such change has been obtained from the railroad.

Notification to Railroad Company; The Contractor shall notify the railroad company of the date on which he expects to begin the work of placing pipe under the railroad tracks at least ten days prior to such date.

Placing Pipe by Jacking: When the placing of the pipe through the railroad embankment is done by the jacking method, the details of the jacking method to be used must be approved by the Engineer and the railroad company before the work is started.

Use of Tunnel Liner: When the railroad company requires that a tunnel liner be used for placing the pipe in lieu of the jacking method, separate payment for the tunnel liner material will be made only in cases where the plans or specifications do not specifically provide that a tunnel liner will be required; in which cases the City will reimburse the Contractor for the actual cost of the liner, delivered at the site. Such cost shall be based on a liner having the minimum gauge acceptable to the railroad.

W-430.05 Specific Requirements for Concrete Pipe

Sealing Joints:

- (1) **Round Concrete Pipe Other than Side Drain:** For all round concrete pipe other than side drain pipe, the pipe joints shall be sealed by the use of round rubber gaskets. When rubber gaskets are used, the pipe joints shall meet the requirements specified in Section W-941.05. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt, and other foreign matter at the time the joints are made. In order to facilitate closure of the joint, application of an approved vegetable soap lubricant immediately prior to closing of the joint will be permitted.
- (2) **Side Drain Pipe:** For all concrete pipe which does not have rubber-gasket joints, the joints shall be thoroughly wetted before the inside mortar is placed; and before succeeding sections of the pipe are laid, the lower half of the joint portion of the pipe in place shall be filled on the inside with cement mortar and the upper half of the tongue portion of the next joint wiped with cement mortar, both in sufficient thickness to bring the inner surface of the abutting pipe flush and even, when the pipe is laid. After the pipe is laid, the inside of the joint shall be wiped and finished smooth and a mortar bead not less than 3/4 inch thick shall be formed completely around the outside of the joint.

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

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

- (1) **General:** Installation shall be in accordance with the manufacturer's instructions and these specifications. The Contractor shall be responsible for obtaining a permanent watertight joint.
- (2) **Material:** The preformed gasket material shall conform to the requirements of Section W-942.02.
- (3) **Joint Design:** The pipe manufacturer shall furnish the Engineer with details in regard to configuration of the joint and the amount of gasket material required to effect a satisfactory seal. Joint surfaces which are to be in contact with the gasket material shall not be brushed or wiped with a cement slurry. Minor voids may be filled with cement slurry provided that all excess cement slurry is removed from the joint surface at the point of manufacture.
- (4) **Primer:** Prior to application of the gasket material, a primer of the type recommended by the manufacturer of the gasket material shall be applied to all joint surfaces which are to be in contact with the gasket material. The surface to be primed shall be thoroughly cleaned and dry when the primer is applied.
- (5) **Application of Gasket:** Prior to placing a section of pipe in the trench, gasket material shall be applied to form a continuous gasket around the entire circumference of the leading edge of the tongue and the groove joint in accordance with the detail entitled "Detail for Application of Gasket Material (Before Joint Pull-Up)." The paper wrapper on the exterior surface of the gasket material shall be left in place until immediately prior to joining of sections. The gasket material shall be checked to assure that it is bonded to the joint surface, immediately prior to placing a joint in the trench. Plastic gasket material shall be applied only to surfaces which are dry. A hand heating device shall be kept at the job site to dry joint surfaces immediately before application of the plastic gasket material. When the atmospheric temperature is below 60 degrees F., plastic joint seal gaskets shall either be stored in an area warm to above 70 degrees F., or artificially warmed to this temperature in a manner satisfactory to the Engineer.
- (6) **Installation of Pipe:** Handling of a section of pipe after the gasket material has been affixed shall be carefully controlled to avoid displacement of gaskets or contamination of gasket material with dirt or other foreign material. Any gasket displaced or contaminated in handling of the pipe shall be removed and repositioned or replaced as directed. The pipe shall be installed in a dry trench. The bottom of the trench shall be carefully shaped so as to minimize the need for realignment of sections of pipe after they are placed in the trench. Care shall be taken to properly align each section of pipe prior to the gaskets coming into contact. Realignment of a joint after the gaskets come into contact tends to reduce the effectiveness of the seal and shall be held to a minimum. When the pipes are joined, the entire joint shall be filled with gasket material and there shall be evidence of squeeze-out of gasket

material for the entire internal and external circumference of the joint. Excess material on the interior of the pipe shall be trimmed to provide a smooth interior surface. After the pipe is in its final position, the joint shall be carefully examined to determine that the gasket material is satisfactorily adhering to all surfaces of the joint and that the entire joint is filled with gasket material. If a joint is defective, the leading section of pipe shall be removed and the joint resealed.

Requirements for Concrete Radius Pipe:

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

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

W-430.06 Field Joints for Aluminum Pipe

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

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

W-430.07 Joints in Cast Iron Pipe

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

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SECTION 523

DRY-SHAKE COLORED HARDENER

STAMPED/IMPRINTED CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to Work of this Section.
- B. Section Includes:
 - 1. Dry-shake colored hardener applied to roads.
 - 2. Stamping/Imprinting.
 - 3. Curing of colored and imprinted concrete.

1.2 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 301 "Specification for Structural Concrete for Buildings."
 - 2. ACI 302 IR "Recommended Practice for Concrete Floor and Slab Construction."
 - 3. ACI 303.1 "Standard Specification for Cast-In-Place Architectural Concrete."
 - 4. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete."
 - 5. ACI 305R "Recommended Practice for Hot Weather Concreting."
 - 6. ACI 306R "Recommended Practice for Cold Weather Concreting."
- B. American Society of Testing and Materials (ASTM):
 - 1. ASTM C309 "Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete."
 - 2. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's complete technical data sheets for the following:
 - 1. Dry-shake colored hardener.
 - 2. Imprinting/Texturing tools.
 - 3. Traction additive.
 - 4. Curing compound.
- B. Design Mixes: For each type of concrete.
- C. Samples for Initial Selection: Manufacturer's color charts showing full range of colors available.

- D. Qualification Data: For firms indicated in "Quality Assurance" Article, including list of completed projects.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer with 10-years experience in manufacture of specified products.
- B. Installer Qualifications: An installer with 5-10 years' experience with work of similar scope and quality.
- C. Comply with the requirements of ACI 301.
- D. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project.
- E. Notification of manufacturer's authorized representative shall be given at least 1-week before start of Work.
- F. Colored Concrete Mockups:
 1. At location on Project selected by Engineer, place and finish 4 feet by 4 feet (1.2 by 1.2 m) area.
 2. Construct mockup using processes and techniques intended for use on permanent work, including curing procedures. Include samples of control, construction, and expansion joints in sample panels. Mockup shall be produced by the individual workers who will perform the work for the Project.
 3. Accepted mockup provides visual standard for work of Section.
 4. Mockup shall remain through completion of the work for use as a quality standard for finished work.
 5. Remove mockup when directed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in original factory unopened, undamaged packaging bearing identification of product, manufacturer, batch number, and expiration data as applicable.
- B. Store the product in a location protected from damage, construction activity, and precipitation in strict accordance with the manufacturer's recommendations.

1.6 PROJECT CONDITIONS

- A. Schedule placement to minimize exposure to wind and hot sun before curing materials are applied.
- B. Avoid placing concrete if rain, snow, or frost is forecast within 24-hours. Protect fresh concrete from moisture and freezing.
- C. Comply with professional practices described in ACI 305R and ACI 306R.

1.7 PRE-JOB CONFERENCE

- A. One week prior to placement of concrete, a meeting shall be held to discuss the Project and application methods.

- B. It is suggested that the Landscape Architect, General Contractor, Subcontractor, Ready-Mix Concrete Representative, and a Manufacturer's Representative be present.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. L. M. SCOFIELD COMPANY, Douglasville, Georgia (800) 800-9900 or the appropriate local contact: Eastern Division – 201-672-9050; Western Division – 714-568-1870; Central Division Office – 630-377-5959.

2.2 MATERIALS

- A. Dry-shake Colored Hardener: LITHOCHROME® Color Hardener; L. M. SCOFIELD COMPANY, factory proportioned, mixed, and packaged, ready-to-use surface hardener.
- B. LITHOTEX® Pavecrafters® imprinting tools; L. M. SCOFIELD COMPANY.
- C. Curing and Sealing Compound: SCOFIELD® Cureseal-S™ L. M. SCOFIELD COMPANY. Curing and sealing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete.
- D. SUBSTITUTIONS: The use of products other than those specified will be considered providing that Contractor requests its use in writing within 14-days prior to bid date. This request shall be accompanied by the following:
 - 1. A certificate of compliance from material manufacturer stating that proposed products meet or exceed requirements of this Section.
 - 2. Documented proof that proposed materials have a 10-year proven record of performance confirmed by at least 5 local projects that Landscape Architect can examine.

2.3 COLORS AND PATTERNS

- A. Colors to be: Base color - LITHOCHROME 'A-5758 Weathered Sage' Color Hardener.
- B. Imprinting patterns to be Scofield LITHOTEX® Pavecrafters™ #751(a,b,c) London Slate Random Interlocking Pattern

2.4 CONCRETE MIX DESIGN

- A. Minimum Cement Content: 5 sacks per cubic yard of concrete.
- B. Slump of concrete shall be consistent throughout Project at 4-inches or less. At no time shall slump exceed 5-inches. If super plasticizers are allowed, slump shall not exceed 8-inches.
- C. Do not add calcium chloride to mix as it causes mottling and surface discoloration.

- D. Supplemental admixtures shall not be used unless approved by manufacturer.
- E. Do not add water to the mix in the field.
- F. Maximum air content shall not exceed 5 percent.

PART 3 - EXECUTION

3.1 CONCRETE PLACEMENT

- A. Move concrete into place with square-tipped shovels or concrete rakes.
- B. Vibrators, when used, shall be inserted and withdrawn vertically.
- C. Concrete shall be struck to specified level with wood or magnesium straight edge or mechanical vibrating screed.
- D. The concrete surface shall be further leveled and consolidated with highway magnesium straight edge and/or magnesium bull float.
- E. Mechanically float concrete surfaces as soon as concrete surface has taken its initial set and will support weight of a power float machine equipped with float shoes or combination blades and operator.

3.2 INSTALLATION

- A. Apply 2/3 of specified application rate to freshly floated concrete surface. Bleed water shall not be present during or following application of first and second shake.
- B. Do not throw dry-shake; distribute evenly by hand or mechanical spreader designed to apply floor hardeners. Consult L. M. Scofield Company for recommended manufacturers of mechanical spreaders.
- C. As soon as dry-shake material has absorbed moisture, indicated by uniform darkening of surface, mechanically float concrete surface a second time, just enough to bring moisture from base slab through dry-shake color hardener.
- D. Immediately following second floating, apply remaining 1/3 of specified application rate. If applied by hand, broadcast in opposite direction of first application for a more uniform coverage. If a mechanical spreader is used, apply the same manner as previously described.
- E. As soon as dry-shake material has absorbed moisture, mechanically float concrete surface a third time.
- F. Do not add water to the surface.
- G. Begin imprinting operations immediately after applying dry-shake colored hardener, according to manufacturer's written instructions.

3.3 CURING

- A. Imprinted concrete shall be cured with liquid membrane curing and sealing compound as recommended by manufacturer.
- B. As soon as possible after antiquing release has been removed and after moisture content of concrete is low enough that alkali and other salts do not become trapped beneath sealer, normally a minimum of 14 to 28 days after placement, apply 2-coats of specified curing, sealing compound, and traction additive according to manufacturer's written instructions.
- C. There should be no free water on the surface at time of application.

3.4 PROTECTION OF FINISHED WORK

- A. Prohibit foot or vehicular traffic on the newly imprinted concrete surface.
- B. Barricade area to protect newly imprinted concrete.
- C. Protect floor surface from damage until final inspection and acceptance by Owner.

3.5 SCHEDULE

- A. Refer to Roadway Plans.

3.6 APPLICATORS

- A. For a list of qualified contractors, contact your local L. M. Scofield Company representative or the appropriate Division Office: Eastern Division – 201-672-9050; Western Division – 714-568-1870; Central Division Office – 630-377-5959.

END OF SECTION

SECTION 580

TREES, PLANTS AND GROUNDCOVERS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

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

Related Work:

1. Section 590: Underground Sprinkler

1.2 DEFINITIONS:

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

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

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

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

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

1.3 QUALITY ASSURANCE:

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

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

- D. Do not make substitutions. If specified landscape material is not obtainable submit to City of Tampa representative in writing, proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made.
- E. All plants shall be nursery grown and 100% acclimatized to local planting conditions.
- F. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, providing that the larger plants will not be cut back to size indicated or rootbound in pots. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated. Height and spread specified will prevail over container size specified, for groundcover and shrub material only.
- G. All trees will be inspected and approved by the City of Tampa representative at the place of growth, for compliance with specification requirements for quality, size, and variety. When trees cannot be obtained locally, provide sufficient photographs of the proposed plants for approval.
 - 1. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
 - 2. Tag trees at the source of supply prior to inspection by City of Tampa representative.

1.4 SUBMITTALS:

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

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and

name of manufacturer. Store in manner to prevent wetting and deterioration.

- B. B&B Trees must be held and fully acclimatized over a period not less than eight (8) weeks prior to delivery to site.
- C. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately prior to digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order. Upon arrival the certificate shall be filed with the owner.
- D. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the City of Tampa representative. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.
- E. Plant material that is stored improperly shall receive a special review of acceptance/rejection, established on a case by case basis.
- F. Cover plants transported on open vehicles with a protective covering to prevent wind burn.
- G. Topsoil shall be kept dry and loose for planting bed mixes.
- H. Label at least one (1) tree of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.

1.6 JOB CONDITIONS:

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

- E. The irrigation system shall be installed prior to planting, if applicable. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components, new and existing, damaged during planting operations with like materials. Test system prior to installation of plant material.
- F. Any work taking place along a city, county or state road or median must comply with appropriate regulating authority's guidelines for "Traffic Controls for Construction and Maintenance Operations". A maintenance of traffic plan must be prepared and submitted to the Florida Department of Transportation prior to starting work. Lane closures will only be allowed one at a time and only between the hours of 9 a.m. and 3 p.m. Lane closures are limited to 30 minutes per event. Maintenance of traffic must be set up by certified maintenance of traffic staff.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Plants: Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasion of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.
 - 1. All plant material shall be "Florida No.1", or better.
 - 2. Dig balled and burlapped plants with firm, natural balls of earth of diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.
 - 3. Container-grown stock: Grown in container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - a. No plants shall be loose in the container.
 - b. Container stock shall not be pot bound.
 - 4. Trees with included bark will not be accepted. Trees shall have a minimum of five (5) feet of trunk free from branching, unless otherwise specified.
 - 5. Sanding of palm tree trunks will not be accepted. Palm tree fronds shall be tied up to protect bud from stress and damage. All palm trees shall have a minimum rootball size of 36" in diameter. Fronds shall be tied with a material that will decompose naturally. DO NOT HURRICANE CUT PALMS. TRIM FRONDS ONLY.
 - 6. Plants planted in rows shall be matched in form.
 - 7. Plants larger than those specified in the plant list may be used when acceptable to the owner's representative.
 - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
 - 8. The height of the trees, measured from the crown of the roots to the average height of the top of the tree, shall not be less than the minimum size designated in the plant list. Container size designated, if

any, shall be minimum size required.

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

2.2 ACCESSORIES:

- A. Refer to drawings and other portions of specifications for accessories specifically used on this project.
- B. Topsoil for Planting Beds: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with acidity range between pH 5.5 and 6.5. Mixture 50% coarse native sand and 50% peat as specified.
 1. Expressly identify source location of topsoil and/or peat proposed for use on the project.
 2. Provide topsoil free of substances harmful to the plant material. Topsoil shall be sterilized.
- C. Peat: Brown to black in color, sterile, weed and seed free granulated raw peat, containing not more than 9% mineral on a dry basis.
- D. Fertilizer shall be 'Agriform' 20-10-5 application per drawings sheet LD-6.
- E. Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.
- F. Mulch shall be **mini pine bark nuggets**. Mulch shall be spread at minimum of two (2) inches deep and maximum of four (4) inches deep or as otherwise noted.
- G. Water: Free of substances harmful to plant growth. Water shall contain less than 300 ppm soluble salts and less than 10 ppm chlorine, fluoride and sodium. Hoses or other methods of transportation furnished by Contractor. Contractor shall furnish water supply from an acceptable source. Acceptable sources: deep wells, municipal potable supply and treated wastewater.
- H. Guys: All trees shall be secured with Tree Staple TS48 by Tree Staple, Inc., three per tree.

- I. Pre-emergent weed killer: Apply 2: granular "Chipco" Ronstar or approved equal, at a rate recommended by manufacturer.
- J. Palm Tree staking: Palm trees will be staked per drawing detail.

PART 3 - EXECUTION

3.1 INSPECTION:

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

3.2 PREPARATION:

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

3.3 INSTALLATION:

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

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

- 1. Remove all burlap, ropes, and wires from the tops of balls.

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

3.4 MAINTENANCE:

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

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

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

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

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

3.5 ACCEPTANCE:

- A. Inspection to determine acceptance of planted areas will be made by the City of Tampa's representative upon Contractor's request. Provide notification at least 5 working days before requested inspection date.
 - 1. Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.
- B. The City of Tampa representative will prepare a "punch list" of those items which must be corrected before reinspection for final acceptance. The City of Tampa representative will determine an appropriate time period in which punchlist items must be corrected. Provide 48 hour notification of need for reinspection.
- C. The owner will assume plant maintenance ninety (90) days after final acceptance, at which time, the contractor shall request a final maintenance inspection for acceptance, where requirements as stated in 3.5 apply.

3.6 WARRANTY:

- A. Warrant plant material to remain alive and be in healthy, vigorous condition for a period of 6 months after completion and final acceptance of entire project.
- B. Replace, in accordance with the drawings and specifications, all plants that are dead or as determined by the City of Tampa representative to be in an unhealthy or unsightly condition, and have lost their natural shape due to contractor's negligence. The cost of such replacement(s) is at Contractor's expense. Warrant all replacement

plants for six months after final acceptance.

- C. Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, freezing, rains, lightning storms or winds over 75 miles per hour, winter kill caused by extreme cold and severe winter conditions not typical of planting area; acts of vandalism or negligence on the part of the owner.
- D. Remove and replace immediately all plants found to be dead or in unhealthy condition as determined by City of Tampa representative at any time during warranty period. Make replacements within four (4) weeks of notification.
 - 1. An inspection will be conducted at the end of the warranty period. Contractor will replace any plants found to be dead or in poor condition at this time within four (4) weeks of inspection. Contractor will also remove any tree bracing or guying determined by the city representative to be unnecessary at this point in the trees development.

3.7 CLEANING:

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

END OF SECTION

SECTION 2930
SODDING

PART 1: GENERAL

1.01 DESCRIPTION

- A. Provide sodded lawns as shown and specified. The work includes:
 - 1. Soil preparation.
 - 2. Sodding lawns, athletic fields, and other indicated areas.
 - 3. Maintenance.

- B. Related work:
 - 1. Section 2900: Trees, Plants, and Ground Covers.

1.02 QUALITY ASSURANCE

- A. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.

- B. Provide and pay for materials testing. Testing agency shall be acceptable to the Landscape Architect. Provide the following data:
 - 1. Test representative materials samples proposed for use.

 - 2. Soil analysis of existing conditions.
 - a. Soil pH and recommendations for correction. Ideal pH for Bahia is 5.0 - 6.5.

 - b. Nematode infestation check and recommendation for eradication.

 - c. Organic matter check and recommendation.

 - d. Starter fertilizer check and recommendations.

1.03 SUBMITTALS

- A. Submit sod growers certification of grass species. Identify source location.

- B. Submit the following material samples:
 - 1. Topsoil.

- C. Submit the following material certification:
 - 1. Submit certificates of inspection as required by governmental authorities and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides and fertilizer materials; submit other data substantiating that materials comply with specified requirements.
- D. Submit soil analysis report.
- E. Bidders shall furnish, with their bid, evidence in writing that they maintain a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services. This evidence shall include, but not be limited to: a list of current contracts, their value, and a contact person with each firm; at least three references who can verify work of a similar nature done by your firm in the last three year; a list of owned and/or leased equipment available for use on this contract; a list of key personnel and a brief summary of their qualifications. Failure to provide the listed material may cause the Bidder to be deemed non-responsive. The City reserves the right to inspect the apparent low Bidder's place of business and equipment prior to contract of any bid to determine the responsibility and capability of the Bidder to perform the services. The City also reserves the right to solicit references in making judgment on the Bidder's ability to perform said services.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Cut, deliver and install sod within a 24-hour period.
 - 1. Do not harvest or transport sod when moisture content may adversely affect Sod survival.
 - 2. Protect sod from sun, wind, and dehydration prior to installation.
 - 3. Do not tear, stretch, or drop sod during handling and installation.

1.05 PROJECT CONDITIONS

- A. Work notification: Notify City of Tampa representative at least 7 working days prior to start of sodding operations.
- B. Protect existing utilities, paving and other facilities from damage caused by sodding operations.
- C. Perform sodding work only after planting and other work affecting ground surface has been completed.
- D. Existing soil to be amended as determined necessary from soil analysis, including: soil pH, nematode infestation, organic matter check and starter fertilizer check.

- E. Restrict traffic from lawn areas until grass is established.
- F. Provide hose and lawn watering equipment as required.
- G. The irrigation system will be installed prior to sodding. Locate, protect and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at this contractor's expense.

1.06 WARRANTY

- A. Provide a uniform stand of grass by watering, mowing and maintaining lawn areas until final acceptance and for a period of 90 days after acceptance. Resod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the City of Tampa representative.

PART 2: PRODUCTS

2.01 MATERIALS

- A. Sod: An "approved" nursery grown sod composed of Argentine Bahia (*Paspalum notatum* "Argentine").
 - 1. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.
 - 2. Furnish sod machine stripped and of supplier's standard width, length, and Thickness: Uniformly 1" to 1-1/2" thick with clean cut edges. Mow sod before stripping.
- B. Fertilizer:
 - 1. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
 - a. Type A: Starter fertilizer containing 16% nitrogen, 4% phosphoric acid, and 8% potash by weight or similar approved composition.
 - b. Type B: Top dressing fertilizer containing 31% nitrogen, 3% phosphoric acid, and 10% potash by weight or similar approved composition.
 - c. Ground Limestone: Containing not less than 85% of total carbonates and Ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.

- C. Stakes
 - 1. Steel, tee shaped pins, 4" head x 8" leg.
- D. Water: Free of substance harmful to sod growth. Hoses or other methods of Transportation furnished by contractor.
- E. Topsoil: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, reasonably free from clay lumps, coarse sand stones, plants, roots and other foreign materials with an acidity level as specified by type of sod.
 - 1. Identify source location of topsoil.
 - 2. Topsoil shall be fertilized.

PART 3 EXECUTION

3.01 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth.
Do not start sodding work until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. If area to be sodded has existing grass or vegetative cover, apply a non-selective Herbicide (Round-up) to area. Wait ten (10) days before continuing with prep work.
- B. Loosen topsoil of lawn areas to minimum depth of 8". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
- C. Add 2" topsoil or organic material as required from organic matter check. Till into top 8" of existing soil.
- D. Grade lawn areas to smooth, free drainage and even surface with a loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions as required to drain.
- E. Apply limestone at rate determined by the soil test, to adjust pH of topsoil as specified in sod type. Distribute evenly by machine and incorporate thoroughly into topsoil.
- F. Apply "Type A" fertilizer as specified by manufacturer. Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to a depth of 3" by discing or other approved methods. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.

- G. Dampen dry soil prior to sodding.
- H. Restore prepared areas to specified condition if eroded, settled or otherwise Distributed after fine grading and prior to sodding.

3.03 INSTALLATION

- A. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod Strips. Do not overlay edges. Stagger strips to offset joints in adjacent courses. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains and seed areas.
- B. Do not lay dormant sod or install sod on saturated soil.
- C. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
- D. Peg sod on slopes greater than 3 to 1 to prevent slippage at a rate of 2 stakes per yd. of sod.
- E. Water sod thoroughly with a fine spray immediately after laying.
- F. Roll with light lawn roller to ensure contact with subgrade.
- G. Sod indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
- H. Top dress all seams of sodded area with specified topsoil.**

3.04 MAINTENANCE

- A. Maintain sodded lawns for a period of at least 90 days after completion and acceptance of sodding operations.
- B. Maintain sodded lawn areas, including watering, spot weeding, mowing, Application of herbicides, fungicides, insecticides and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the City of Tampa representative.
 1. Water sod thoroughly every 2 to 3 days, as required to establish proper rooting.
 2. Repair, rework, and resod all areas that have washed out or are eroded. Replace undesirable or dead areas with new sod.
 3. Mow lawn areas as soon as law top growth reaches a 3” height. Cut back to

2” height. Repeat mowing as required to maintain specified height. Not more than 40% of grass leaf shall be removed at any single mowing.

4. Apply “Type B” fertilizer to lawns approximately 30 days after sodding at a rate specified by the manufacturer. Apply with a mechanical rotary or drop type distributor. Thoroughly water into soil.
5. Apply herbicides as required to control weed growth or undesirable grass species.
6. Apply fungicides and insecticides as required to control disease and insects.

3.05 ACCEPTANCE

- A. Inspection to determine acceptance of sodded lawns will be made by the Landscape architect, upon contractor’s request. Provide notification at least 5 working days before requested inspection date.
 1. Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, disease, and insects.
- B. Upon acceptance contractor shall maintain area for 90 days. At the end of this period contractor shall request a final maintenance inspection for acceptance.
- C. Upon acceptance at end of maintenance period the City of Tampa will assume lawn maintenance.

3.06 CLEANING

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

**TECHNICAL SPECIAL PROVISION
FOR
UNDERGROUND IRRIGATION SYSTEM**

46th Street Safety Improvements / City of Tampa

Financial Project ID: **437246-1-58-01**



Prepared by: Jonathan H. Toner, RLA (LA0001123)
(727) 441-4504

Date: November 20, 2019

Pages: 1 thru 11

THE OFFICIAL RECORD OF THIS TECHNICAL SPECIAL PROVISION IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

SECTION 32 84 23 UNDERGROUND SPRINKLERS

PART 1: GENERAL

1.1 DESCRIPTION OF WORK

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

1.1.2 Related Work:
See Section 32 93 00: PLANTS

1.2 RELATED DOCUMENTS:

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

1.3 DESCRIPTION OF WORK:

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

1.3.2 Design and installation of system included in this section

1.4 QUALITY ASSURANCE:

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

1.5 SUBMITTALS:

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

PART 2 PRODUCTS

2.1 MATERIALS:

2.1.1 Backflow Preventer: Top Ported - Double Check Valve Vacuum breaker sized to match the system and installed underground in concrete valve box of adequate size to ensure 2" of clearance of all valve handles. with ball valves sized to match the system and installed on galvanized risers.

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

1. Pipe Size: Increased to allow expansion or nozzle size change.

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

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

2.1.4 Adhesives:

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

2.1.5 Pipe Fittings:

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

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

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

2.1.7 Quick Coupling Valve: Standard is Rain Bird #3RC with minimum lateral size ¾". Athletic fields with wells are Rain Bird 44RC with minimum lateral size ½". Ensure 2" of clearance of all valve handles. (See "Quick Coupling Valve Detail" for installation.)

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

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

- 2.1.9** All zone wiring and Maxi-com cable to be installed under the main line or in conduit. Wiring that shares a sleeve with irrigation water lines shall be contained in its own conduit.
- 2.1.10 Automatic Valve Wiring:** 14 gauge direct burial wire, color coded as follows: red for zones; blue for master valve and black for extras. Two black extra wires to be run to the furthest valve from controller in each direction. Wire splices shall be made at a common location, contained in a valve box and spliced using greased filling King wire nuts. All wire to be brought within 6’ of timer location, into a junction box, and paired 18 gauge wire run into the timer box with a 3’ pigtail. Provide 12 gauge white common wire for any runs over 100’.
- 2.1.11 Sprinkler Heads:** Manufacturer’s standard unit designed to provide uniform coverage over entire area of spray shown on drawings at available water pressure and installed using K-flex pipe and Schedule 40 PVC connectors as follows:
- 2.1.11.1** Rain Bird Bubbler: #1402 – 0.5 GPM on K-Flex pipe (2 per tree).
 - 2.1.11.2** Rain Bird Pop-up: 1800 series SAM with nozzle to match application (No PRS).
 - 2.1.11.3** Hunter rotor: Hunter I-20 or I-25 (athletic fields) with nozzle to match application.
 - 2.1.11.4** Micro (Maxi-Jet): to be matched to job and used only with Parks and Recreation Department approval.
 - 2.1.11.5** Drip Irrigation:
 1. Spacing for drip irrigation shall be on 12” on center and 6” off curbs.
 2. Rainbird Dripline with approx. 1 GPH emitters with 12” spacing shall be used for drip irrigation. Length of run not to exceed manufacture’s recommendations. Both ends of each segment of Dripline to be attached to a SCH40 manifold with compression insert fittings of the appropriate size.
 3. Compression insert fittings are to be used for the Dripline irrigation with PVC manifolds Compression fittings required for all splices, elbows and tees for dripline fittings. All PVC manifolds to be buried 5” to 6” with dripline returning to surface at 45 degrees angle from manifold. Driplines to eb staked every 3’ with 6” map pins. Additional piping that may be required shall be sized per the following chart:

2.5”	45-60 GPM
2”	25-44 GPM
1.5”	18-43 GPM
1.25 “	11-17 GPM
1”	8-10 GPM
.75	0-7 GPM

4. Each dripline zone shall have an in-line pressure regulator matched to the system with at least 35 PSI and a filter with at least 200 mesh or better.

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

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

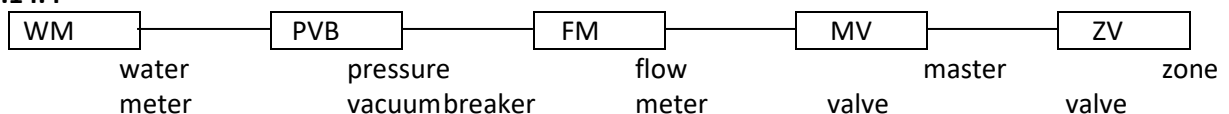
2.1.14 Computerized Irrigation Equipment: The following is part of the computerized system and is the responsibility of the awarded contractor.

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

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

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

2.1.14.4



2.1.13.5 Motorola IRRINET-M-AC Satellite/Stand-alone Controller System with radio communication utilizing 800 MHZ conventional system.

2.1.14.5 IRRInet Base Unit - Controller shall be a 24-station Motorola IRRINET-M-AC controller assembly with UHF-HT 750 external radio kit (model # IMDC-24-RX-S18P-AHT-SA-X). Unit shall be mounted in a strongbox SB-18SS stainless steel enclosure with pedestal. Assembly shall include UHF dome antenna kit and 12-Station terminal set, Solarex Multimount module and hardware, change regulator, storage battery, and mast and weatherhead. installation shall include assembly, hot test (in shop), radio programming and optimization.

2.1.14.6 With the following options:
Motorola V233AK XL IRRInet AC Mixed I/O (4/16) module.
Motorola MLB-8-AC AC switchable output protection.
Motorola V226 Expand CPU

2.1.13.7 Contact Central Control Systems, LTD - Marjie Giebel

p.o. box 8683 Woodland, CA 95776-8683
ph 530-662-6841
fax 530-662-3776
e-mail: ccs@controlsystems.com for purchase information.

2.1.13.8

The satellite/stand-alone controller shall be a 4-inputs (sensors) (12-station outputs) control unit. Up to two additional V436 options may be added. Each station shall be capable of timing in increments of Minutes-Seconds \or Hours-Minutes, as well as in the case where the volumetric control feature is used metering water in volumetric increments of 1, 10, 100, 1,000 or 10,000 gallons. Each station shall be capable of having 1-98 cycles, with the feature of infinite cycles when 99 is entered. The satellite/stand-alone controller shall also support irrigation by time and include checking of the flow rates per program. The satellite/stand-alone controller shall support the ability to combine multiple flow meter inputs and derive a "virtual" main line meter (the sum of all physical meters' flow rates).

The satellite/stand-alone controller shall be capable of delivering .50 amperes (holding) at 24 VAC per station. The satellite/stand-alone controller shall be capable of operating as many as ninety-nine main lines each with a capacity for six stations programmed simultaneously.

The satellite/stand-alone controller shall be capable of operating an stations that are not assigned to main lines as auxiliary devices. These outputs may be combined with irrigation valve stations on the same program (for booster pump selection) as well as completely independently on their own program lines. Programs with only auxiliary outputs shall not be adjusted by the percentage increase/decrease water budgeting. The satellite/stand-alone controller shall provide global percentage increase or decrease per main line, from one to nine hundred ninety nine percent, in one percent increments.

The satellite/stand-alone controller shall provide random access capability to assign any station to any program as well as combining stations (up to six) on a program. Automatic protection shall prevent mixing stations from different main lines on a single program line. All stations shall be able to be turned on/off manually from the keyboard/display terminal unit (Model FRN1480A). The satellite/stand-alone controller shall provide a read-out of current sensor inputs' status. The satellite/stand-alone controller shall provide internal H.V. surge protection for each of its 24 VAC field wire outputs. Satellite inputs shall also incorporate surge protection.

The satellite/stand-alone controller shall include a keyboard–display terminal unit that includes a two-line, dot–matrix liquid crystal display and function-keys for menu-driven operation. It shall have alpha-numeric displays of descriptive English menus, with built-in HELP as a dedicated key on the unit that calls up context-sensitive help screens. The hardware shall be dedicated in function as the terminal, and shall have no on-board:

- RAM (Random Access Memory)
- The satellite/stand-alone controller shall have 117 VAC 50/60 Hz output to up to 48 stations for operating 24 VAC solenoids.

- The satellite/stand-alone controller shall be housed inside a stainless steel enclosure Model SB-24SS

PART 3 – EXECUTION

3.1 ELECTRIC and WATER SERVICE:

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

3.1.2 Electric Service: Contractor shall include in bid price all costs associated with providing power service to system as indicated in the general provisions of the contract. This includes all applications, drawings and fees required by Tampa Electric Company (TECO) and the City of Tampa. All work to comply with City of Tampa codes and TECO standards for power connection. All costs associated with power installation and connection shall be the responsibility of the contractor. Location of power pole for power drop electric meter location and connect, is shown on plans near the water main tap and controller location..

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

3.3.1 TRENCHING AND BACKFILLING:

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

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

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

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

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

- 3.3.7** If trench is more than 6" in width, relay or plant new sod within 7 days after removal, roll and water generously. Restore to original condition any sod areas not in healthy condition equal to adjoining lawns 30 days after planting.
- 3.3.4** Existing Trees: All efforts shall be made to avoid trenching under the driplines of existing trees and canopy spread of proposed trees. All proposed trenching or other work under the limb spread of any and all trees shall be done by hand so that no limbs or branches or roots are damaged in any way.
- 3.3.5.1** Trenching shall comply with Chapter 13-146, Technical Manual and shall be done to minimize root disturbance. City of Tampa representative shall be present prior to beginning work, to determine limits of root pruning and shall approve any work taking place within protective radius of trees. All tree roots shall be severed cleanly per the Chapter 13 of the City Code.
- 3.3.5.2** Protective radius schedule per Chapter 13 of the City Code reads as follows:
 - 1" caliper – no trenching within 4' of tree trunk
 - 6" – 14" caliper – no trenching within 6' of tree trunk
 - 15" – 34" caliper – no trenching within 15' of tree trunk
 - 34" and greater – no trenching within 20' unless approved by City of Tampa Representative
- 3.3.5** Pavements:
 - 3.3.6.1** Boring is the preferred method. Open cuts must be approved by City Representative. Where existing pavements must be crossed to install landscape irrigation system, saw cut straight clean lines 6" wider than trench.
 - 3.3.6.2** Excavate trench to required depth and width.
 - 3.3.6.3** Remove cut out pavement and excavated material from the site.
 - 3.3.6.4** Backfill with dry sand fill material, placing in 6" lifts to meet City of Tampa compaction requirements.
 - 3.3.6.5** Repair or replace pavement cuts with equivalent materials and finishes.
 - 3.3.6.6** If a concrete sidewalk is cut or damaged, the full section must be replaced.
 - 3.3.6.7** Piping under hardscape that is 5' wider or greater shall be sleeved.
 - 3.3.6.8** Contractor is responsible for daily clean up of operations to include debris, directional bore slurry and any hydraulic fluids.
- 3.4** **INSTALLATION:** (See details on construction drawings)
 - 3.4.1** A pre-construction meeting will occur on site prior to commencement of work.

- 3.4.2** General: Contractor shall be responsible for filing and obtaining any and all agency permits as described. All work must conform to City of Tampa and the latest adopted plumbing code. Any work taking place along a city, county or state road or median must comply with appropriate regulating authority guidelines for Traffic Control for Construction and Maintenance Operations.
- 3.4.3** Required Inspections:
- 3.4.3.1** Piping: prior to covering.
 - 3.4.3.2** All materials prior to planting and/or mulching.
 - 3.4.3.3** 24 hour notice of inspection required.
 - 3.4.3.4** Main lines require pressure tests of 50 PSI to be maintained for minimum of 1 hour.
- 3.4.6** Piping: Lay pipe on solid sub-base uniformly sloped.
- 3.4.6.1** Install PVC pipe in dry weather when temperature is above 40 degrees F in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperatures above 40 degrees F (4 degrees C) before testing, unless otherwise recommended by manufacturer. All PVC connections will be cleaned with purple primer prior to cementing.
 - 3.4.6.2** Mainline depth shall be 18".
 - 3.4.6.3** Lateral line depth shall be 12".
- 3.4.7** Sprinkler Heads: Flush circuit lines with full pressure and install nozzles after hydrostatic test is completed.
- 3.4.8.1** Install all heads at manufacturer's recommended heights.
 - 3.4.8.2** Locate part-circle heads to maintain a minimum distance of 3" from curbs, hardscape and structures.
 - 3.4.8.3** After completion of grading, seeding or sodding, and rolling of the grass areas, carefully adjust lawn sprinkler heads so they will be flush with grade.
 - 3.4.8.4** Pop-ups installed on ½" flex hose using Schedule 40 PVC connectors.
 - 3.4.8.5** Rotors to be installed on appropriate size flex hose using Schedule 40 PVC connectors. Ensure sprayer rotor water does not directly contact existing structures or hardscape areas.
- 3.4.9** Dielectric Protection: Use dielectric fittings at connection where pipes of dissimilar metal are joined.

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

3.4.11 Quick Coupler Valves: Build and install per details on construction drawings. Valve box shall be adequately sized and installed so as not to interfere with the operation of the quick coupler key.

3.5 ACCEPTANCE:

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

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

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

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

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

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

As-built drawings shall include the following:

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

3.6 GUARANTEE:

- 3.6.1** Guarantee: All work shall be guaranteed by contractor for one year from date of final acceptance against all defects and malfunctions in materials, equipment and workmanship and shall be included as a part of the project closeout document requirements.
- 3.6.1.1** The guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in materials, equipment and workmanship, to the satisfaction of the City of Tampa. Repairs, if required, shall be done promptly at no cost to the City of Tampa. The contractor shall not be responsible for damage to the irrigation system by others. The guarantee shall state the name of the owner, provide full guarantee terms, effective and termination date, name and license number. It shall be signed by the chief executive of the contracting firm and notarized. Manufacturer's warranties shall not relieve the contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.
- 3.6.1.2** The contractor shall make necessary repairs within 72 hours notice. If the Contractor neglects to make or undertake the repairs with the due diligence, the City of Tampa may make such repairs at the contractor's expense. In the case of an emergency where in the judgment of the City of Tampa, delay would cause loss or damage, repairs or replacement may be made without notice being sent to the contractor and the contractor shall pay the cost thereof.

END OF SECTION 32 84 23



November 20, 2019

Michael Shepard. P.E. District 7 Design Engineer

Florida Dept. of Transportation District 7

11201 N. Malcom McKinley Dr.

Tampa, Florida 33612

Project Contract 180D-0007 Two Walk Bike FDOT LAP Projects

Busch Blvd to Fowler Ave.

Re: Irrigation Equipment Sole source requirements – City of Tampa Parks

Dear Mr. Moss:

The City of Tampa requests the specific use of the products identified below as they are compatible with the existing system on site and with the City of Tampa city wide computer-controlled irrigation system. The City of Tampa uses these same materials throughout the city to provide uniformity in materials and application, resulting in consistent and efficient irrigation maintenance practices. As the City of Tampa will be maintaining the proposed irrigation system, it is important to maintain consistent irrigation specifications.

- K-Flex tubing
- Rainbird 1800 pop-up sprinklers – SAM (no PRS)
- Rainbird 1402 Bubblers
- Irritrol Series 200B Electric Valves with Flow Control by Toro
- King Wire Nuts
- Controller shall be a 24-station Motorola AC Irrinet-M controller assembly with UHF HT750 external radio
- Kit (model # IMDC-24-RX-S18P-AHT-SA-X). Unit shall be mounted in a strongbox SB-18SS stainless steel
- Enclosure with pedestal. Assembly shall include uhf dome antenna kit and 12 station terminal set,
- Solarex multi-mount module and hardware, change regulator, storage battery, and mast and weatherhead.

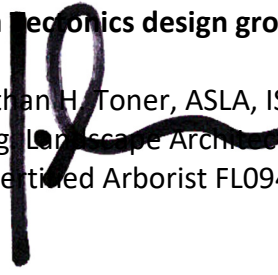
46th Street from SR 580 (E Busch Blvd) to SR 582 (E Fowler Ave.) FDOT LAP

- Contact central control systems, ltd - Marjie Giebel, P.O. box 8683, Woodland, CA 95776-8683 ph 530-662-6841, fax 530-662-3776 e-mail: ccs@controlsystems.com for purchase information.
- Please contact Mark Neuberger at 813-478-5280, if you have any questions.

Respectfully;

Terra Economics design group, Inc.

Jonathan H. Toner, ASLA, ISA
Fl Reg. Landscape Architect, FL 0001123
ISA-Certified Arborist FL0948a

A large, stylized handwritten signature in black ink, appearing to be 'J. Toner', is written over the printed name and title.

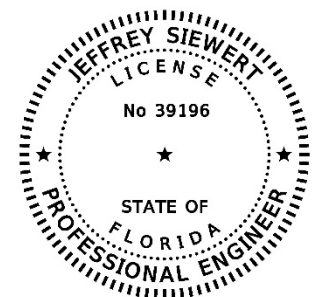


SPECIFICATIONS PACKAGE
Contract Number: _____
FINANCIAL PROJECT ID(S).437246-1-58-01
FEDERAL FUNDS
DISTRICT SEVEN
HILLSBOROUGH COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the January 2020 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

This item has been digitally signed and sealed by Jeffrey Siewert on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: _____
State of Florida, _____
Professional Engineer, License No.: Jeffrey Siewert, P.E. 39196
Firm Name: Ayres Associates Inc
Firm Address: 8875 Hidden River Parkway, Suite 200
City, State, Zip Code: Tampa, Florida 33637
Certificate of Authorization Number: 4356
Page(s): 1-33



EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM). 3
SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM). 13
CONCRETE FOR LAP (OFF-SYSTEM). 24
LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM). 28
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THIS COMPLETES THE SPECIFICATION PACKAGE. 33

**EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM).
(REV 1-23-12) (FA 2-27-12)**

**SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)**

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the

bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 Embankment Construction.

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines:
Construct the embankment in successive layers with lifts up to a maximum compacted thickness

of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before

the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do

not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway

Construction Purposes) in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) other areas specifically excluded herein.

120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).

(REV 1-26-15) (FA 1-29-15)

SECTION 334 SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

- Type SP-9.5, FC-9.5 9.5 mm
- Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.53/4 to 1-1/2 inches

Type SP-12.5, FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5.....3/8 to 2 inches

Type SP-12.5.....1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate

from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this

information, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyrotory Compaction: Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Traffic Level	N_{design} Number of Gyations
A	50
B	65
C	75

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be

representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

<p>334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4 Ambient Air Temperature Requirements for Paving</p>	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all

deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P-8 and P-200) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (daily average)	Minimum 90.0% of Gmm

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P-8 and P-200) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on

the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

**CONCRETE FOR LAP (OFF-SYSTEM).
(REV 12-20-11) (FA 2-27-12)**

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

344-1 Description.

344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same

brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1		
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd ³)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						

I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM).

(REV 4-5-11) (FA 4-15-11)

**SECTION 580
LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM)**

580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting

and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the “Florida Grades and Standards for Nursery Plants.”

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer’s approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 Planting Requirements.

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer’s approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 Staking and Guying.

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch diameter and smaller than 2 inches diameter with a 2 by 2 inch stake, set at least 2 feet in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches caliper and smaller than 3 1/2 inches caliper with two 2 by 4 inch stakes, 8 feet long, set 2 feet in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch stakes, driven into the ground such that the top of the stake is at least 3 inches below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch stake pads.

580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section.

SCOPE OF WORK – INTENT OF CONTRACT.

(REV 8-19-09) (FA 8-24-09) (7-19)

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of milling and resurfacing, base work, shoulder treatment, drainage improvements, curb & gutters, lighting, highway signing, guardrail, landscaping, sidewalks/bicycle paths and other incidental construction on 46th Street from SR 580 (E Busch Blvd) to SR 582 (E Fowler Ave) in Hillsborough County, FL.

The summary of pay items for this project is listed in the Plans.

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
Special Conditions/Constraints		

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
<p align="center">Special Conditions/Constraints</p> <p>1) All Crown Castle existing underground facilities are to be located by law for the duration of this project.</p> <p>2) Prior to construction or excavation around or near Crown Castle underground fiber optic facilities, call Sunshine State One Call of Florida dba Sunshine 811 at 1.800.432.4770 and Crown Castle Network Operations center at 866.553.4237</p>		

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46 th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
THIS FORM TO BE INCLUDED IN ROADWAY PROJECT CONTRACT DOCUMENTS		
<i>Agency/Owner:</i> <u>Frontier Florida LLC</u>		
<i>Facilities Involved (Detail as to type and location of adjustments and relocations):</i>		
<i>Anticipated Construction Relocation Schedule</i>		
<i>(Describe each phase and all work that can be done concurrently during each phase in relation to a construction activity.):</i>		
<i>Phase 1 (a)</i>		<i>*Working Days Estimated</i>
<i>Total Phase 1</i>		21.5
<i>Phase 2 (a)</i>		
<i>Total Phase 2</i>		3
<i>Phase 3 (a)</i>		
<i>Total Phase 3</i>		
<i>Phase 4 (a)</i>		
<i>Total Phase 4</i>		
<i>Total Construction Working Days</i>		24.5
<i>Preconstruction Items</i>		
<i>(Explain: Preliminary engineering, material procurement, R/W acquisition, contract negotiations, etc.)</i>		
Preliminary Eng, WO approval process, Material = 90 days		
Work Prior to construction = 4days		
<i>Total Preconstruction Days</i>		94
<p><i>*Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the CITY's contractor to include their adjustment/relocation work progress schedule prior to the preconstruction conference.</i></p> <p><i>The above date is based on construction plans DATED 9/23/2019.</i></p> <p><i>This AGENCY/OWNER is not responsible for circumstances beyond its normal control. However, the AGENCY/OWNER agrees to fully cooperate with the CITY, and its Contractor, in abiding by the "Utility Coordination Procedures" and completing the project as expeditiously as possible. The AGENCY'S/OWNER'S field representative can be contacted at:</i></p>		
<u>Paul Lineberry</u>		<i>Telephone Number:</i> <u>813-838-8867</u>
<p><i>SUBMITTED FOR THE AGENCY BY:</i> <u>Kriyuth Choeykrajang ENGR Netwok SR</u> Date <u>12-12-19</u></p> <p><i>APPROVAL BY:</i> <u>Jeffrey Siewert, P.E.</u> Date <u>1-6-20</u></p> <p align="center"><i>Engineer of Record</i></p> <p align="center"><u>Milton Martinez, P.E.</u> Date _____</p> <p align="center"><i>City Project Manager</i></p>		

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46 th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
<p align="center">Special Conditions/Constraints</p> <p>1) Frontier and Frontier Contractors' normal business hours are from 8am to 5pm, Monday through Friday (excluding Holidays).</p> <p>2) Any work outside of normal business hours to be scheduled a minimum of 72 hours in advance with Frontier field inspector.</p> <p>3) The Road Contractor is to notify Frontier Ralph Dowdy at 813-326-4135 48 hours prior to start of construction and when working within 2' of Frontier facilities.</p> <p>4) Extreme caution is to be used when excavating near or around Frontier facilities.</p> <p>5) Frontier is to have access throughout the duration of the project to monitor and maintain facilities for the ability to provide service.</p> <p>6) The Frontier Inspector (813-838-8867) is to be the point of contact during construction and is to notified when working within 2' of Frontier facilities.</p> <p>7) Frontier requests a copy of the Road Contractors CPM Schedule when available.</p> <p>8) Frontier requests for the Road Contractor to provide staking with elevations prior to Frontier adjustment activities.</p> <p>9) Work order preparation to begin after receipt of executed URS and Right of Way Acquisition to completed prior to Frontier's relocation effort.</p>		

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME			PROJECT NO.	
1001220	46th Street from Busch Boulevard to Fowler Avenue			FPID 437246-1-58-01	
Utility Facilities by Status/Type/Size/Material/Offset to Baseline from STA to STA	Description of Utility Work	Dependent Activities	M.O.T. Phase Number	Consecutive Calendar Days	
(1) 1.25" HDPE with fiber and (2) BT @ 26' to 29' RT, Sta. 15+30	To be adjusted and protected	During S-1 construction and staking of S-1 C/L and bottom elevation of structure	Phase I	2	
(1) 1.25" HDPE with fiber and (2) BT @ 26' to 29' RT, Sta. 16+20	To be adjusted and protected	During S-2 construction and staking of S-2 C/L and bottom elevation of structure	Phase I	1	
(1) 1.25" HDPE with fiber and (2) BT @ 26' to 29' RT, Sta. 17+70	To be adjusted and protected	During S-3 construction and staking of S-3 C/L and bottom elevation of structure	Phase I	1	
HH 2'x3'x2' @ 28'+/- RT, Sta. 21+28	To be adjusted to new sidewalk grade	During Sidewalk construction and stake of the final grade	Phase I	.5	
(1) OT, (1) Pole, and Anchor and guy @ 26'+/- RT, Sta. 33+78 to 36+12	To be removed	N/A	Prior to construction	2	
(1) 1.25" HDPE with fiber and (1) BT @ 26'-28'+/- RT, Sta. 36+58 to 37+30	To be adjusted and protected	During 18" RCP construction from S-20 to S-21, construction of S-21 and stake of elevation of 18" RCP and C/L of S-21 and bottom elevation of S-21	Phase I	10	
(4) 4" conduit with cables and (1) 1.25" HDPE with fiber @ 18' to 28'+/- RT, Sta. 47+20 to 47+80	To be adjusted and protected	During S-25 construction and stake of C/L and bottom elevation of S-25	Phase I	2	
HH 3'x5'x3' @ 28' RT, Sta. 50+80	To be adjusted to new Sidewalk grade	During Sidewalk construction and stake of the final grade	Phase II	.5	
HH 2'x3'x2' @ 18'-22' RT, Sta. 60+80	To be adjusted out of new sidewalk and flush to new grade	During Sidewalk construction and stake of the final grade	Phase II	.5	
HH 2'x3'x2' @ 17'-22' RT, Sta. 61+90	To be adjusted out of new sidewalk and flush to new grade	During Sidewalk construction and stake of the final grade	Phase II	.5	
PED @ 27'+/- RT, Sta. 62+25	To be adjusted out of new sidewalk	During Sidewalk construction	Phase II	.5	
OTs, Anchore&Guy @ 28' LT, Sta. 33+78 to 37+15	To be removed	N/A	Prior to construction	2	
HH 3'x5'x3' @ 28'/- LT, Sta. 50+80	To be adjusted out of new sidewalk and flush to new grade	During Sidewalk construction and stake of the final grade	Phase II	.5	
HH 2'x3'x2' @ 27'+/- LT, Sta. 58+80	To be adjusted out of new sidewalk and flush to new grade	During Sidewalk construction and stake of the final grade	Phase II	.5	
E LINEBAUGH AVE					
(1) 4" conduit @ 15'- 18' LT, Sta. 105+28 to 106+10	To be adjusted	During 18" RCP construction from S-19 to S-20, construction of S-19 and stake of elevation of 18" RCP and C/L of S-19 and bottom elevation of S-19	Phase I	5	

CITY OF TAMPA
UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
437246-1	46 th St from SR 580 to SR 582	

THIS FORM TO BE INCLUDED IN ROADWAY PROJECT CONTRACT DOCUMENTS

Agency/Owner: TAMPA ELECTRIC COMPANY

Facilities Involved (Detail as to type and location of adjustments and relocations):

Overhead and underground 13.2kV, Overhead 120V, Overhead 240V, Overhead 69kV

Anticipated Construction Relocation Schedule

(Describe each phase and all work that can be done concurrently during each phase in relation to a construction activity.):

	*Working Days Estimated
Phase 1 (a) _____ _____ _____	
<i>Total Phase 1</i>	0
Phase 2 (a) _____ _____ _____	
<i>Total Phase 2</i>	0
Phase 3 (a) _____ _____ _____	
<i>Total Phase 3</i>	0
Phase 4 (a) _____ _____ _____	
<i>Total Phase 4</i>	0
<i>Total Construction Working Days</i>	0

Preconstruction Items

(Including Page 2 if Applicable)

(Explain: Preliminary engineering, material procurement, R/W acquisition, contract negotiations, etc.)

Install: Sta. 35+40-26L Mid span pole, Sta. 36+13+43L pole, Sta. 36+03-28R pole

Remove: Sta. 36+13-23L pole, Sta. 36+13-25R pole Sta. 35+40-26L to 37+12-26L conductor

Existing to remain: All other facilities not identified above

Total Preconstruction Days 10
(Including Page 2 if Applicable)


*Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the CITY's contractor to include their adjustment/relocation work progress schedule prior to the preconstruction conference.

The above date is based on construction plans DATED September 2019.

This AGENCY/OWNER is not responsible for circumstances beyond its normal control. However, the AGENCY/OWNER agrees to fully cooperate with the CITY, and its Contractor, in abiding by the "Utility Coordination Procedures" and completing the project as expeditiously as possible. The AGENCY'S/OWNER'S field representative can be contacted at:

Frank Doherty-Distribution Telephone Number: 813-630-6218

SUBMITTED FOR THE AGENCY BY:  Date 10.28.19

APPROVAL BY:  Heather C. Lovett Jeffrey Siewert, P.E. Date 1-6-20
Engineer of Record

Milton Martinez, P.E. Date _____

CITY Project Manager

CITY OF TAMPA
UTILITY RELOCATION SCHEDULE

Facilities Involved (Continuation)

Anticipated Construction Schedule (Continuation)
(Additional Phases or Continuation of a Phase)

*Working Days
Estimated*

Total Working Days _____

Preconstruction Items (Continuation)

Total Days _____

CITY OF TAMPA
UTILITY RELOCATION SCHEDULE

SPECIAL NOTATIONS

1. TEC (TAMPA ELECTRIC COMPANY) REQUIRES A MINIMUM OF 21 CALENDAR DAYS TO SCHEDULE ANY TEC WORK RELATED TO THIS PROJECT, INCLUDING BUT NOT LIMITED TO "DURING CONSTRUCTION" WORK IDENTIFIED IN THIS RELOCATION SCHEDULE, REQUESTS FOR THE INSTALLATION OF LINE COVER, REQUESTS FOR OVERHEAD/UNDERGROUND ELECTRIC OUTAGE(S), REQUESTS FOR TEC POLE HOLDING, AND/OR REQUESTS TO PROTECT ANY TEC FACILITIES WITH SAID REQUESTS BEING INITIATED BY THE CITY OF TAMPA (COT), THE COT CONTRACTOR AND/OR THEIR SUBCONTRACTOR.

2. FOR SAFETY REASONS, TEC LINE CREWS SHALL NOT WORK IN ADVERSE WEATHER CONDITIONS.

3. THE TEC LINE CREW AVAILABILITY SHALL BE AFFECTED AND/OR LIMITED DUE TO OUR REQUIRED RESPONSE TO EMERGENCY CONDITIONS. THIS LIMITATION WILL BE DEPENDENT UPON THE SEVERITY OF THE EMERGENCY.

4. TEC AND/OR TEC'S SUBCONTRACTORS NORMAL WORK SCHEDULE IS MONDAY THROUGH FRIDAY FROM 8 A.M. TO 5 P.M., EXCLUDING TEC OBSERVED HOLIDAYS WHICH INCLUDE NEW YEARS DAY, GOOD FRIDAY, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING, CHRISTMAS EVE DAY AND CHRISTMAS DAY.

5. TEC CAN NOT REMOVE ANY TEC POLES THAT HAVE EXISTING JOINT USERS STILL ATTACHED. SUBSEQUENTLY, ALL JOINT USERS SUCH AS FRONTIER, BRIGHT HOUSE, TRAFFIC, ETC. MUST BE REMOVED BEFORE TEC CAN REMOVE THE POLE ITSELF.

6. IF TRANSMISSION OUTAGE IS REQUIRED, BELOW ARE THE RECOMMENDED SEASONAL OUTAGE TIMES FOR 69KV, 138KV AND 230KV:

- JANUARY THROUGH MARCH: TYPICALLY NO OUTAGES FOR ANY VOLTAGE TRANSMISSION LINES WILL BE SCHEDULED DUE TO SYSTEM DEMANDS

- APRIL THROUGH MAY: TYPICALLY 69KV ELECTRIC LINES CAN BE SCHEDULED FOR CONSECUTIVE DAYTIME OR NIGHTTIME OUTAGES.

- APRIL THROUGH MAY: TYPICALLY 138KV AND 230KV ELECTRIC LINES CAN BE SCHEDULED FOR NIGHTTIME OUTAGES ONLY.

- JUNE THROUGH SEPTEMBER: WITH TEMPERATURES ABOVE 90 DEGREES, TYPICALLY NO OUTAGES WILL BE SCHEDULED DUE TO SYSTEM DEMANDS.

- JUNE THROUGH SEPTEMBER: WITH TEMPERATURES BELOW 90 DEGREES, TYPICALLY 69KV ELECTRIC LINES CAN BE SCHEDULED AT NIGHT ONLY.

- SEPTEMBER THROUGH DECEMBER: TYPICALLY 69KV ELECTRIC LINES CAN BE SCHEDULED FOR CONSECUTIVE DAYTIME OR NIGHTTIME OUTAGES.

- SEPTEMBER THROUGH DECEMBER: TYPICALLY 138KV AND 230KV ELECTRIC LINES CAN BE USUALLY SCHEDULED FOR NIGHTTIME OUTAGES ONLY.

7. IF A NEW TEC ELECTRIC SERVICE MUST BE ESTABLISHED, PLEASE EMAIL TEC @ CSADMIN@TECOENERGY.COM AND REQUEST THE "PROCEDURE FOR ESTABLISHING A NEW ELECTRIC SERVICE". ALSO INCLUDED IN THIS SAME TEC DOCUMENT IS THE PROCEDURE FOR THE REMOVAL OF AN EXISTING TEC ELECTRIC SERVICE.

EMERGENCY NUMBER FOR NIGHTS, WEEKENDS & TECO HOLIDAYS - 877-588-1010

69KV TRANSMISSION FACILITIES CONTACT: JACK SWOBODA 813-630-6405

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46 th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01

THIS FORM TO BE INCLUDED IN ROADWAY PROJECT CONTRACT DOCUMENTS

Agency/Owner: TECO Peoples Gas

Facilities Involved (Detail as to type and location of adjustments and relocations):
SEE UTILITY WORK SHEET ON SHEET 3

Anticipated Construction Relocation Schedule

(Describe each phase and all work that can be done concurrently during each phase in relation to a construction activity.):

		<i>*Working Days Estimated</i>
Phase 1 (a)	<u>See Description on Utility Work Sheet</u>	
	<i>Total Phase 1</i>	
Phase 2 (a)		
	<i>Total Phase 2</i>	
Phase 3 (a)		
	<i>Total Phase 3</i>	<u>2</u>
Phase 4 (a)		
	<i>Total Phase 4</i>	
	<i>Total Construction Working Days</i>	<u>2</u>

Preconstruction Items

(Explain: Preliminary engineering, material procurement, R/W acquisition, contract negotiations, etc.)

Material Procurement, Permitting with City of Tampa, Sunshine 811, Etc.,

(Permitting with the City of Tampa is averaging 60-90 days to receive an approved permit)

Total Preconstruction Days 90

**Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the CITY's contractor to include their adjustment/relocation work progress schedule prior to the preconstruction conference.*

The above date is based on construction plans DATED 9/23/2019.

This AGENCY/OWNER is not responsible for circumstances beyond its normal control. However, the AGENCY/OWNER agrees to fully cooperate with the CITY, and its Contractor, in abiding by the "Utility Coordination Procedures" and completing the project as expeditiously as possible. The AGENCY'S/OWNER'S field representative can be contacted at:

Mark Byrd Telephone Number: 813-275-3788

SUBMITTED FOR THE AGENCY BY: James Hamilton Date 12/19/2019

APPROVAL BY: Jeffrey Siewert, P.E. Date 1-6-20
Engineer of Record

Milton Martinez, P.E. Date _____
City Project Manager

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46 th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
Special Conditions/Constraints		
<p>1. THE TECO PEOPLES GAS 24-HOUR EMERGENCY NUMBER 1-877 TECO PGS (1-877-832-6747).</p> <p>2. TECO PEOPLES GAS CREW AVAILABILITY MAY BE AFFECTED OR LIMITED DUE TO OUR REQUIRED RESPONSE TO EMERGENCY CONDITIONS ELSEWHERE. THIS LIMITATION WILL BE DEPENDENT UPON THE SEVERITY AND LOCATION OF THE EMERGENCY.</p> <p>3. TECO PEOPLES GAS EMPLOYEES AND SUBCONTRACTORS NORMAL WORK SCHEDULE IS MONDAY THROUGH FRIDAY FROM 8 A.M. TO 5 P.M., EXCLUDING TECO PEOPLES GAS OBSERVED HOLIDAY'S (NEW YEARS DAY, GOOD FRIDAY, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY AND CHRISTMAS DAY). ANY TECO PEOPLES GAS ASSISTANCE REQUESTED FROM THE FDOT, THEIR CONTRACTOR OR SUBCONTRACTOR OUTSIDE OF THESE NORMAL WORKING HOURS MUST BE SCHEDULED 48 HOURS IN ADVANCE. TECO PEOPLES GAS REQUIRES VERIFICATION THAT THE CREWS ARE STILL NEEDED ON THE ACTUAL WORKDAY (MONDAY THROUGH FRIDAY) THAT HAD PREVIOUSLY BEEN REQUESTED OR THE LAST BUSINESS DAY BEFORE THE REQUESTED WEEKEND OR HOLIDAY.</p> <p>4. A TECO PEOPLES GAS REPRESENTATIVE MUST BE PRESENT WHEN CONSTRUCTION IS BEING DONE WITHIN 5 FEET OF ITS FACILITIES. PLEASE COORDINATE WITH: AARON SPEARS (813) 275-3819 OR EDDIE WALSH (813) 275-3778.</p> <p>5. A COPY OF THE APPROVED CONTRACTOR'S CPM (CRITICAL PATH METHOD) IS REQUESTED WITHIN 5 DAYS OF APPROVAL.</p> <p>6. AN 18" SEPARATION CLEARANCE MUST BE MAINTAINED WITH ALL EXISTING TECO/PEOPLE GAS MAINS / FACILITIES.</p>		

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME		PROJECT NO.	
1001220	46 th Street from Busch Boulevard to Fowler Avenue		FPID 437246-1-58-01	
Utility Facilities by Status/Type/Size/Material/Offset to Baseline from STA to STA	Description of Utility Work	Dependent Activities	M.O.T. Phase Number	Consecutive Calendar Days
Existing 2" Coated Steel Gas Main STA. 11+24, 30' RT to STA. 13+09, 17' LT	To Remain	N/A	N/A	0
Existing 2" Gas Valve STA. 13+09, 16' LT	To Be Adjusted to Final Grade	Final Grade Established for Proposed Sidewalk	3	1
Existing 4" Coated Steel Gas Main STA. 13+02, 100' LT to STA. 13+02, 17' LT	To Remain	N/A	N/A	0
Existing 4" Coated Steel Gas Main STA. 13+02, 17' LT to STA. 22+95, 14' LT	To Remain	N/A	N/A	0
Existing 4" Coated Steel Gas Main STA. 22+95, 14' LT to STA. 23+00, 14' LT	To Remain	Adjust Drainage Collar to Avoid Possible Conflict Hold and Protect GM	1	0
Existing 4" Coated Steel Gas Main STA. 23+00, 14' LT to STA. 30+94, 18' LT	To Remain	N/A	N/A	0
Existing 4" Coated Steel Gas Main STA. 30+94, 18' LT to STA. 30+94, 100' RT	To Remain	N/A	N/A	0
Existing 4" Coated Steel Gas Main STA. 57+39, 42' LT to STA. 88+45, 40' LT	To Remain	N/A	N/A	0
Existing 3/4" Coated Steel Gas Service Line STA. 61+30, 41' LT to STA. 61+30, 50' RT	To Remain	N/A	N/A	0
Existing 4" Coated Steel Gas Main STA. 62+97, 41' LT to STA. 62+94, 75' RT	To Remain	N/A	N/A	0
Existing 3" Gas Valve STA. 62+97, 38' LT	To Be Adjusted to Final Grade	Final Grade Established for Proposed Sidewalk	3	1

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46 th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
THIS FORM TO BE INCLUDED IN ROADWAY PROJECT CONTRACT DOCUMENTS		
<i>Agency/Owner:</i> Southern Light / Uniti Fiber		
<i>Facilities Involved (Detail as to type and location of adjustments and relocations):</i> To remain in place 3 x 1.25" conduits with 144 fiber and 288 fiber.		
<i>Anticipated Construction Relocation Schedule</i> (Describe each phase and all work that can be done concurrently during each phase in relation to a construction activity.):		
		<i>*Working Days Estimated</i>
Phase 1 (a)		
	<i>Total Phase 1</i>	0
Phase 2 (a)		
		0
	<i>Total Phase 2</i>	0
Phase 3 (a)		
	<i>Total Phase 3</i>	0
Phase 4 (a)		
	<i>Total Phase 4</i>	0
	<i>Total Construction Working Days</i>	0
<i>Preconstruction Items</i> (Explain: Preliminary engineering, material procurement, R/W acquisition, contract negotiations, etc.)		
	<i>Total Preconstruction Days</i>	0
<p><i>*Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the CITY's contractor to include their adjustment/relocation work progress schedule prior to the preconstruction conference.</i></p> <p><i>The above date is based on construction plans DATED September 2019.</i></p> <p><i>This AGENCY/OWNER is not responsible for circumstances beyond its normal control. However, the AGENCY/OWNER agrees to fully cooperate with the CITY, and its Contractor, in abiding by the "Utility Coordination Procedures" and completing the project as expeditiously as possible. The AGENCY'S/OWNER'S field representative can be contacted at:</i></p>		
	David Woods	Telephone Number: 813-539-1180
<p>SUBMITTED FOR THE AGENCY BY: _____ Date 10/10/19</p> <p>APPROVAL BY: Jeffrey Siewert, P.E. _____ Date 1-6-20 <i>Engineer of Record</i></p> <p>Milton Martinez, P.E., Chief Transportation Engineer _____ Date _____ <i>City Project Manager</i></p>		

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
Special Conditions/Constraints		

UTILITY RELOCATION SCHEDULE

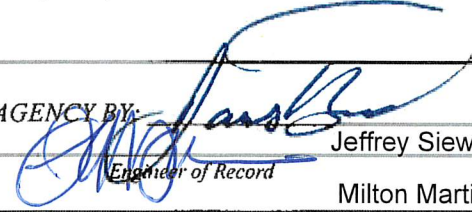

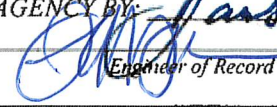
CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46 th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
THIS FORM TO BE INCLUDED IN ROADWAY PROJECT CONTRACT DOCUMENTS		
<i>Agency/Owner:</i> <u>Verizon Business / MCI / XO / Nextlink</u>		
<i>Facilities Involved (Detail as to type and location of adjustments and relocations):</i>		
1- <u>2" HDPE with 862 Count Fiber Optic Cable - No Adjustment or Relocation needed for this project</u>		
<hr/>		
<i>Anticipated Construction Relocation Schedule</i>		
<i>(Describe each phase and all work that can be done concurrently during each phase in relation to a construction activity.):</i>		
<i>Phase 1 (a)</i>		<i>*Working Days Estimated</i>

<i>Total Phase 1</i>		0
<i>Phase 2 (a)</i>		

<i>Total Phase 2</i>		0
<i>Phase 3 (a)</i>		

<i>Total Phase 3</i>		0
<i>Phase 4 (a)</i>		

<i>Total Phase 4</i>		0
<i>Total Construction Working Days</i>		0
<i>Preconstruction Items</i>		
<i>(Explain: Preliminary engineering, material procurement, R/W acquisition, contract negotiations, etc.)</i>		
None _____		

<i>Total Preconstruction Days</i>		0
<p><i>*Individual phases may be spread throughout the contract with begin and end dates as necessary to coordinate construction activities with the CITY contractor and other utilities. The Agency/Owner shall cooperate with the CITY's contractor to include their adjustment/relocation work progress schedule prior to the preconstruction conference.</i></p> <p><i>The above date is based on construction plans DATED August 2019</i></p> <p><i>This AGENCY/OWNER is not responsible for circumstances beyond its normal control. However, the AGENCY/OWNER agrees to fully cooperate with the CITY, and its Contractor, in abiding by the "Utility Coordination Procedures" and completing the project as expeditiously as possible. The AGENCY'S/OWNER'S field representative can be contacted at:</i></p>		
James Barra		Telephone Number: 813-928-9881
SUBMITTED FOR THE AGENCY BY: 		Date <u>11-12-19</u>
APPROVAL BY: 	Jeffrey Siewert, P.E.	Date <u>1-10-20</u>
	Milton Martinez, P.E.	Date _____
<i>City Project Manager</i>		

UTILITY RELOCATION SCHEDULE

CIP NO.	PROJECT NAME	PROJECT NO.
1001220	46 th Street from Busch Boulevard to Fowler Avenue	FPID 437246-1-58-01
<p align="center">Special Conditions/Constraints</p> <p>1) Verizon/MCI/XO/Nextlink Communications maintains the disposition of these facilities.</p> <p>2) Contact Verizon/MCI/XO/Nextlink Field Technician Patrick Shaefer at 813-917-4250, 48 hours prior to any excavation required within 3' of existing MCI buried fiber optic cable for electronic location verification.</p> <p>3) Contact Local project Coordinator and Lead Engineer James Barra at 813-928-9881, 48 hours prior to any field adjustments are required.</p> <p>4) Contractor to notify Verizon/MCI/XO/Nextlink 48 hours prior to any construction near Verizon/MCI/XO facilities and coordinate cable locates with Local Project Coordinator.</p>		

UTILITY RELOCATION SCHEDULE



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

October 04, 2019

City of Tampa
Attn. Milton Martinez, P.E.
306 East Jackson Street
Tampa, FL 33602

Subject: **Project Evaluation - Project Exempt**

Project Name: 46th Street From SR 580 (E Busch Blvd) to SR
582 (E Fowler Avenue)
File Number: 790208
County: Hillsborough
Sec/Twp/Rge: S16/T28S/R19E, S21/T28S/R19E, S9/T28S/
R19E

Reference: Rule 62-330, Florida Administrative Code (F.A.C.)

Dear Mr. Martinez:

The District has reviewed the information you submitted for the project referenced above and has determined that an Environmental Resource Permit (ERP) **will not be required** for the proposed reconstruction and repair of 46th Street between Busch Boulevard and Fowler Avenue, construction of additional sidewalk, and replacement of curb inlets. [Rule 62-330.051(4)(d), F.A.C.]

The information received by the District will be kept on file to support the District's determination regarding your application. This information is available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's determination that your project does not require an ERP is only applicable pursuant to the statutes and rules in effect at the time the information was submitted and may not be valid in the event subsequent changes occur in the applicable rules and statutes. Additionally, this notification does not mean that the District has determined that your project is permanently exempt from permitting requirements. Any subsequent change you make in the project's operation may necessitate further evaluation or permitting by the District. Therefore, you are advised to contact the District before beginning the project and before beginning any activity which is not specifically described in your submittal. Your timely pursuit of this activity is encouraged to avoid any potential rule changes that could affect your request.

This letter constitutes notice of Intended Agency Action of the project referenced above. The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing

notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit or other agency action, for retention in the File of Record for this agency action.

If you have questions regarding this matter, please contact Brett Bjornberg in the Tampa Service Office, extension 2247. Please reference the Project Name and Inquiry/Permit Number in future communications concerning this project.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: Thomas Ward
Baslee Engineering Solutions, Inc.

Notice of Rights

Administrative Hearing

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C., can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

Judicial Review

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Project Commitments Record

FM: 437246-1 **FAP#:** D718-012-B, D720-006-B
Project Name: 46TH STREET FROM SR 580 (BUSCH BLVD) TO SR 582
Environmental Document Type: Type 1 Categorical Exclusion **Environmental Document Approval Date:** 2/13/2020

Commitment Title: 1. Midblock Crossings

Commitment Made To: Affected public **Environmental Commitment:** No
Status: Commitment Added **Affects Any Other Environmental Commitment:** No
Implementation Discipline: Design **Commitment Approval Date:** 4/7/2020
Transmittal Date:

Commitment Description: Evaluated additional intersections for possible midblock crossings.

Comments/Notes:
(Most Recent Comment Shown)

Projects Linked to the Commitment

There are no other projects linked to this commitment.

Project Commitments Record

Commitment Title: 2. Street Trees

Commitment Made To: Affected public **Environmental Commitment:** No
Status: Commitment Added **Affects Any Other Environmental Commitment:** No
Implementation Discipline: Design **Commitment Approval Date:** 4/7/2020

Transmittal Date:

Commitment Description: Added street trees to help beautify the corridor.

Comments/Notes:
(Most Recent Comment Shown)

Projects Linked to the Commitment

There are no other projects linked to this commitment.

Project Commitments Record

Commitment Title: 3. Street Lighting Design			
Commitment Made To:	Affected public	Environmental Commitment:	No
Status:	Commitment Added	Affects Any Other Environmental Commitment:	No
Implementation Discipline:	Design	Commitment Approval Date:	4/7/2020
Transmittal Date:			
Commitment Description:	Requested design of new street lighting from TECO in accordance with the current franchise agreement, Trans No 2339, WR 2172313.		
Comments/Notes: <i>(Most Recent Comment Shown)</i>			
Projects Linked to the Commitment			

There are no other projects linked to this commitment.

Project Commitments Record

Commitment Title: 4. Pedestrian Safety

Commitment Made To: Affected public **Environmental Commitment:** No
Status: Commitment Added **Affects Any Other Environmental Commitment:** No
Implementation Discipline: Design **Commitment Approval Date:** 4/7/2020

Transmittal Date:

Commitment Description: Closed some open drainage ditches and converted inlets for pedestrian safety.

Comments/Notes:
(Most Recent Comment Shown)

Projects Linked to the Commitment

There are no other projects linked to this commitment.

Project Commitments Record

Commitment Title: 5. Roundabout

Commitment Made To: Affected public **Environmental Commitment:** No
Status: Commitment Added **Affects Any Other Environmental Commitment:** No
Implementation Discipline: Design **Commitment Approval Date:** 4/7/2020

Transmittal Date:

Commitment Description: Evaluated and proposed a roundabout at Linebaugh Avenue to reduce conflict points and potential crashes.

Comments/Notes:
(Most Recent Comment Shown)

Projects Linked to the Commitment

There are no other projects linked to this commitment.
