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-00053

David L. Tippin Facility Solids Processing System Improvements

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

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-00053; David L. Tippin Facility Solids Processing System Improvements

BID OPENING: 1:30PM, Tuesday, MAY 26, 2020 **ESTIMATE:** \$670,000 **SCOPE**: furnishing and installing four (4) ea. 8-inch dia. sludge thickener piping systems, valves, manholes, excavation work, selective demolition, concrete work, trenching, with 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. Plans and Specifications and Addenda for this work may be examined at, and downloaded from, www.demandstar.com. Backup files are available at http://www.tampagov.net/contract-administration/programs/construction-project-bidding. Email Questions to: contractadministration@tampagov.net.

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NOTICE TO BIDDERS CITY OF TAMPA, FLORIDA

Contract 19-C-00053; David L. Tippin Facility Solids Processing System Improvements

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., May 26, 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, furnishing and installing four (4) ea. 8-inch dia. sludge thickener piping systems, valves, manholes, excavation work, selective demolition, concrete work, trenching, all appurtenances and associated work required for a complete project in accordance with the Contract Documents.

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

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

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

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

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

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

Director of the Contract Administration Department (CAD)

Contracts Management Supervisor, Jim Greiner

Contract Officer, Jody Gray

City legal department

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

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 Statues.

Pursuant to Section 287.087, Florida Statutes, under certain circumstances preference may be given to businesses with a drug-free workplace program that meets the requirements of said Section.

I-1.01 GENERAL:

The proposed work is the David L. Tippin Facility Solids Processing System Improvements 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 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

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 210 consecutive calendar days. The period for performance shall start from the date indicated in the Notice To Proceed.

I-1.06 LIQUIDATED DAMAGES:

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

I-1.07 BASIS OF AWARD OF CONTRACT:

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

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

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)
	_ <u>21.8</u> % 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

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 (GFECP) (MBD Form-50) for specific requirements.

GOOD FAITH EFFORT COMPLIANCE PLAN (GFECP) REQUIRED (MBD FORM-50). When a Goal has been established, the Bidder must submit with its bid a Good Faith Effort Compliance Plan (GFECP) 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 GFECP (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 GFECP 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 Bus
program on contracts with Federal Highway Administration (FHWA) funds. Effective October 1, 2017 through
the everall EDOT DDE control and in 10 65% and in room neutral magning that EDOT halfavor the control

ed Business Enterprise (DBE) rough 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 <u>G</u>. The web address to the EOC system is: https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance

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)

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

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

I-1.13 AGREEMENT

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

Add the following:

Article 2.05 CITY'S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

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

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

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

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

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..."

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 Contactor 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.

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

SECTION 11 - MISCELLANEOUS PROVISIONS, Article 11.12, Page A-13:

Change Article 11.12 to add the following new language after existing text:

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

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

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

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

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

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

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

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

I-1.16 PAYMENT DISPUTE RESOLUTION

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

I-1.17 SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

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

INSTRUCTIONS TO BIDDERS

SECTION 2 GENERAL INSTRUCTIONS

I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

I-2.02 FORM, PREPARATION AND PRESENTATION OF PROPOSALS

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

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

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

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

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

I-2.03 ADDENDA AND INTERPRETATIONS

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

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

I-2.04 BID SECURITY

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

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

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

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

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

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

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

I-2.05 LAWS AND REGULATIONS

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

I-2.06 PUBLIC CONSTRUCTION BOND

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

I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS

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

Bidders who are nonresident corporations shall furnish to the City a

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

I-2.08 REJECTION OF PROPOSALS

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

I-2.09 QUANTITIES ESTIMATED ONLY

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

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

I-2.10 COMPARISON OF PROPOSALS

Except jobs bid on a "One Lump Sum" basis, proposals will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantity of each time 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 subconsultants, 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. <u>Automobile Liability (AL) Insurance</u> 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. <u>Excess (Umbrella) Liability Insurance</u> 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. <u>Builder's Risk Insurance</u> 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 Finn (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. (IF **APPLICABLE**)
- F. <u>Installation Floater</u> 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 (CPrL)/ 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. <u>Pollution and/or Asbestos Legal Liability Insurance</u> 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. <u>Cyber Liability Insurance</u> 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 &}quot;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. <u>Drone/UAV Liability Insurance</u> 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. <u>Longshore & Harbor Workers' Compensation Act/Jones Act</u> for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. (IF APPLICABLE)
- M. <u>Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&IInsurance</u> 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 untenantable, including disruption of utilities, water, or telecommunications. (IF APPLICABLE)
- 0. <u>Liquor Liability/Host Liquor Liability</u> where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. (IF APPLICABLE)
- P. <u>Educators Legal Liability Insurance</u> where day care, after school program, recreational activities, etc. limits per G above. (**IF APPLICABLE**)

ADDITIONAL REQUIREMENTS

ACCEPTABILTIY 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.

ADDITONAL 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:

····a·a o	contact, address as stated in the rigidement with a copy to the fellowing.	
\checkmark	Contract Administration Department, 306 E Jackson St, Tampa, FL 33602	☐ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
	Other:	

<u>CERTIFICATE OF INSURANCE (COI)</u> – 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.**

<u>CLAIMS MADE</u> – 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.

<u>DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR)</u> – 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.

<u>PERFORMANCE</u>- 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.

<u>PRIMARY POLICIES</u> - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 0104 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 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. UNAVAILABILTIY- 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.

<u>WAIVER OF SUBROGATION</u> – 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.

<u>WAIVER/RELEASE</u> <u>AGREEMENT</u> — 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 1

Procurement Guidelines

To Implement

Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

	Construction	Construction- Related	Professional	Non-Professional	Goods
FORMAL PROCUREMENT	Black	Asian	Black	Black	Black
Hispanic		Native Am.	Hispanic	Asian	Hispanic
AL PR(Native Am.	Woman	Asian	Native Am.	Asian
FORM	Woman		Native Am.		Native Am.
			Woman		Woman

Underutilized WMBE Sub-Contractors / Sub-Consultants

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

Policy

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

Index

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

Industry Categories

<u>Construction</u> is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities. <u>Construction-Related Services</u> are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

<u>Professional Services</u> are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc. <u>Non-Professional Services</u> are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc. <u>Goods</u> are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

MBD Form-70

(The Underutilized WMBE Industry Category for Construction Subcontracts is BBE) David L. Tippin Facility Solids Processing System Improvements **U-WMBE Availability Contact List** FY 20 Project 19-C-00053

		This Certified C	This Certified Contact List is the minimum contacts available and may require further searches for certified firms to meet Good Faith Efforts.	lable and may require further searches	for certified firms to n	neet G	ood Faith	Efforts.			
#'s Business Name	Phone	Fax	Email	Address 1	City	State	diZ	Business Description	FEIN	Cert. Type	Ethnicity
1 Excel 4 LLC	813-433-3486	813-433-3486	excel4lIc@yahoo.com	318 N. John Young Pkwy Ste #6					454149326	BBE	African American
1 Exclusive Contractors, Inc.	863-559-1039	0000-000-000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	- E	33830 D	Demolition Services	B 92345574	BBE	African American
2 PAR Development Partners, Inc.	813-374-2856	866-594-2505	ydwilson@aol.com	2109 E Palm Ave	Tampa	- E	33612 H	Hauling Services	205657414	BBE	African American
2 Sabrina's Trucking, LLC	813-629-7210	813-986-1124	jtrucker151@aol.com	6707 trixie dr	seffner	- E	33584 H	Hauling Services	Z 04083765	BBE	African American
2 Wiggins Hauling & Transfer Svc	813-562-3798	813-562-3798	Dooley813@aol.com	1506 Comanche	Tampa	F 89	33610 H		Z05011331	BBE	African American
3 DRD Enterprises LLC	813-476-9933	866-850-1332	ddeenah@drdenterprise.com	4104 Yellowwood Dr.,	Valrico	F 89	33594 Pi	Pipe Supply	204675317	BBE	African American
3 MANZI METALS INC	352-799-8211	352-754-9735	bmanzi@manzimetals.com	15293 FLIGHT PATH DR	BROOKSVILLE	FL	34604 Pi		B93245008	BBE	African American
3 Suca Pipe Supply, Inc.	813-249-7902		slmau44@yahoo.com	4910 Lowell Rd	Tampa	- E	33624 Pi		B92499571	BBE	African American
3 Suca Pipe Supply, Inc. One	813-249-7902		mactwinau1@yahoo.com	4910 Lowell Road	Tampa	급	33624 Pi		763669556	BBE	African American
3 Terrell Industries. Inc.	727-823-4424	727-823-3977	gradyterrell@terrellindustries.com	2067 1ST AVENUE NORTH	SBURG	F	33713 Pi	Pipe Supply	6 50530148	BBE	African American

Instructions Regarding Use of the WMBE/SLBE Availability Contact List

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

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

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

PROPOSAL

То	the Mayor and City Council of the City of Tampa, Florida:							
Leç	gal Name of Bidder:							
Bid	Ider's Fictitious Name, if applicable:							
Bid	Bidder is a/an:							
Bid	Bidder is organized under the laws of: State of Florida Other:							
Bid	Bidder Mailing Address:							
Bid	Ider's Federal Employee Identification No. (FEI/EIN):							
Bid	Ider's License No.: Bidder's FDOS (SUNBIZ) Doc. No.:							
Bid	Ider Contact Name**:							
Ch	Ider's own initial application for employment has criminal history screening practices similar in nature to the practices contained in apter 12, Article VI, City of Tampa Code (Responses, whether "Yes" or "No", are for informational purposes only and will not be used a basis of award or denial, nor as a basis for any protest): Yes No							
	e below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of entity submitting this Proposal does hereby affirm and declare as follows: 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. If Bidder is operating under a fictitious name, Bidder has currently complied with any and all laws and procedures governing the							
(3)	operation of businesses under fictitious names in the State of Florida No person or entity other than Bidder has any interest in this Proposal or in the Contract proposed to be entered into.							
(4)								
(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) \square has $ $ \square has NOT been debarred or suspended from contracting with a public entity.							
(9)	Bidder \square has \square 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.

Contract Item No.	Unit	Estimated Quantity	Description and Price in Words	Computed Total Price for Item in Figures
BASE BID	LS	1	The work includes the furnishing installing four (4) ea. 8-inch dia. s thickener piping systems, valves, excavation work, selective demol concrete work, trenching, and wit work required for a complete projectory accordance with the Contract Documents	ludge manholes, ition, h all associated ect in
			and cents	 Ilars \$
Contingency	LS	1	One hundred thousand	
			dollars and zero cents	\$ 100,000
			TOTAL	\$

Contract 19-C-00053; David L. Tippin Facility Solids Processing System Improvements

Computed To	otal Price in Words:						
		d	ollars and		cents.		
Computed To	otal Price in Figures: \$						
	owledges that the following add count in this proposal: #1		•	•	dendum(s) have been		
Bidder ackno	owledges the requirements of the	e City of Tampa's Equal Bu	siness Opportunity Pro	ogram.			
together with included in th	owledges that it is aware of Floric any involved subcontractors will be various items of this Proposal or identifies the costs and method	I comply with all applicable and the total bid price (as a	trench safety standard	ds. Bidder further ack	knowledges that		
	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost		
A		<u> </u>					
В		<u> </u>					
C		. <u> </u>					
			Total Cost: \$				
FAIL	LURE TO COMPLETE THE ABO	Name of Bid	der:				
);				
STATE OF _ COUNTY OF	<u> </u>						
For an entity:	The forgoing instrument was presence or □ online nota	as Sworn to (or affirmed)	_ day of		<u>0</u> ,		
	by as						
For an individual:	The forgoing instrument was presence or □ online notated	rization, this	_ day of	, 2020	0 ,		
	By Produced Identification. Ty	pe of Identification Produ	iced:		,		
	[NOTARY SEAL]		Notary Printed Commission N	Name:lo.:			



Good Faith Effort Compliance Plan Guidelines
for Women/Minority Business Enterprise\Small Local Business Enterprise Participation
City of Tampa - Equal Business Opportunity Program
(MBD Form 50 - detailed instructions on page 2 of 2)

	ntract Name	
Bidd	der/Proposer	
Sign	der/Proposernature	Date
Nam	ne Title	
The (Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made cified for Women/Minority Business Enterprises/Small Local Business Enterprises (WM	to achieve the participation goals as IBE/SLBE) on the referenced contract:
subc	he WMBE/SLBE participation <u>Goal is Met or Exceeded</u> . See DMI Forms 10 and contractors <u>solicited</u> and <u>all</u> subcontractors <u>to-be-utilized</u> .	20 which accurately report <u>all</u>
□ Th	he WMBE/SLBE participation Goal is Not Achieved. The following list is an over os already performed. Furthermore, it is understood that these GFE requirement luation based on the veracity and demonstrable degree of documentation prov (Check applicable boxes below. Must enclose supporting documents a Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform	Its are weighted in the compliance ided with the bid/proposal: ccordingly with remarks)
(1)	solicited without reasonable and available rice interest or windE/SLBEs to respond. The Bidder or Proposer must take interested WMBE/SLBEs. See DMI report forms for subcontractors solicited. See encefforts. Qualifying Remarks:	appropriate steps to follow up initial solicitations with
(2)	Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and timely manner to assist them in responding to the requested-scope identified by bidder/proposer for the solicitation used. □ Qualifying Remarks:	
(3)	Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale) addresses, and telephone numbers of WMBE/SLBEs that were solicited; the date of each such solicitation; a design and specifications for the work selected for subcontracting; and evidence as to why agreements could not be read costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meare reasonable. Bidders are not required to accept excessive quotes in order to meet the goal. □ DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations and negotiations are limited to clarifications of scope/specifications and qualification □ Qualifying Remarks:	cription of the information provided regarding the plans hed with WMBE/SLBEs to perform the work. Additional et goals or achieve participation, as long as such costs. This project is an RFQ/RFP in nature
(4)	Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their camembership in specific groups, organizations / associations and political or social affiliations are not legitimate call Not applicable. □ See attached justification for rejection of a subcontractor's bid	uses for rejecting or not soliciting bids to meet the goals.
(5)	Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the w WMBE/SLBE subcontractors and suppliers, so as to facilitate meeting the goal. Sub-Contractors were work or trade without restriction to a pre-determined portion. See enclosed comm	allowed to bid on their own choice of
(6)	Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the work of a contract with its or to self-perform the work of a contract must demonstrate good faith efforts if the goal has not been met. Subsubmitting bids/proposals and were solicited on work typically self-performed by the prime.	Contractors were not prohibited from
(7)	Segmented portions of the work to be performed by WMBE/SLBEs in order to increase the likelihood that the goal breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE/SLBE participate to perform these work items with its own forces. Sub-Contractors were allowed to bid on restriction to a pre-determined portion. Sub-Contractors were not prohibited fro solicited on work typically self-performed by the prime. See enclosed comments	ipation, even when the Bidder/Proposer might otherwise their own choice of work or trade without m submitting bids/proposals and <u>were</u>
(8)	Made efforts to assist interested WMBE/SLBEs in obtaining bonding, lines of credit, or insurance as required by tt ☐ See enclosed documentation on initiatives undertaken and methods to accomplise	
(9)	Made efforts to assist interested WMBE/SLBEs in obtaining necessary equipment, supplies, materials, or related acceptable mentor-protégé program. □ See enclosed documentation of initiatives and/or agr	
(10)	Effectively used the services of the City and other organizations that provide assistance in the recruitment and placed See enclosed documentation. The following services were used:	cement of WMBE/SLBEs.
Note:	e: Provide any unsolicited information that will support the Bid/RFP Compliance Evaluation. \Box	Named Documents Are:



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

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



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

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

Contract No.:	Contract Name:					
Company Na	me:	Address:				
Company Name: Address: Federal ID: Phone: Fax:		Email:				
[] No Firms [] No Firms [] See attac	able box(es). Detailed Instructions for comp were contacted or solicited for this cont were contacted because: hed list of additional Firms solicited and MBD-10 must list ALL subcontractors solicited	ract. all suppleme	ntal information	(List must o	comply to	this form)
NIGP Code Categor	ies: Buildings = 909, General = 912, Heavy = 913, Trades =	914, Architects = 90	06, Engineers & Surveyo	rs = 925, Supplie	r = 912-77	
S = SLBE W=WMBE O = Neither Federal ID	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.	Trade or Services NIGP Code (listed	Contact Method L=Letter F=Fax E=Email	Quote or Response Received Y/N
			CF CM = Caucasian	above)	P=Phone	.,,,
	Failure to Con	nplete	, Sign	and S	Subi	nit
	this form wit	h you	r Bid o	r Pro	pos	al
	Shall render t	he Bi	d Non-	Resp	onsi	ive
	(Do Not l	Vodi	This	Forr	n)	
	(D011011	VIOGII	y IIIIS	1 011	11)	
It is hereby co	ertified that the information provided is an according this contract.	urate and true	account of contact	s and solicita	ntions for s	ub-contracting
Signed:	Name	e/Title:		[Date:	
<u>Failur</u>	Name to Complete, Sign and Submit Both Forms			or Proposal N	lon-Respo	<u>nsive</u>
	Forms must be i	<u>ncluded with E</u>	<u> Bid / Proposal</u>			



Page 2 of 4 – DMI Solicited/Utilized

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

<u>This form must be submitted with all bids or proposals</u>. <u>All</u> 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. <u>Note:</u> 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 Nam	e:				
Company Nar	me:	Address: Phone:Fax:				
Federal ID:	Phone:	Fax:	En	nail:		
[] See attacl Note: Form [] No Subco [] No Firms	able box(es). Detailed Instructions and list of additional Firms Utiliz MBD-20 must list ALL subcontractors ntracting/consulting (of any kindare listed to be utilized because:	ed and all suppler To-Be-Utilized includ d) will be performe	mental information ing Non-minority/sma ed on this contrac	n (List mus all businesse t.	<u>es</u>	,
NIGP Code General	Categories: Buildings = 909, General = 912, He	avy = 913, Trades = 914,	Architects = 906, Engineer	s & Surveyors =	925, Supplier = 9	12-77
S = SLBE W=WMBE O = Neither	ter "S" for firms Certified as Small Local Business E Company Name Address Phone, Fax, Email	nterprises, "W" for firms Cert	ified as Women/Minority Bu: 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	siness Enterprise Trade, Services, or Materials NIGP Code Listed above	, "O" for Other No \$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
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Page 4 of 4 DMI – Solicited/Utilized

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

<u>This form must be submitted with all bids or proposals.</u> 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 (GFECP) 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-00053; David L. Tippin Facility Solids Processing System Improvements

KNOW ALL MEN BY THESE PRESENTS,	that we,
(hereinafter called the Principal) and	
, with its principal off business in the State of Florida, are held and firmly County, Florida, in the full and just sum of 5% of the States of America, to be paid upon demand of the	n chartered and existing under the laws of the State of fices in the City of, and authorized to do bound unto the City of Tampa, a Municipal Corporation of Hillsborough a amount of the (Bid) (Proposal) good and lawful money of the United City of Tampa, Florida, to which payment will and truly to be made we ors, successors, and assigns, jointly and severally and firmly these
WHEREAS, the Principal is about to subn construction of certain facilities for the City design System Improvements.	nit, or has submitted to the City of Tampa, Florida, a Proposal for the ated Contract 19-C-00053, David L. Tippin Facility Solids Processing
WHEREAS, the Principal desires to file the otherwise required to accompany this Proposal.	nis Bond in accordance with law, in lieu of a certified Bidder's check
shall, within twenty (20) days after the date of receip Proposal and upon the terms, conditions and price so Florida and execute a sufficient and satisfactory Florida and execute a sufficient and	his obligation are such that if the Proposal be accepted, the Principal of of written Notice of Award, execute a contract in accordance with the set forth therein, in the form and manner required by the City of Tampa, Public Construction Bond payable to the City of Tampa, Florida in an contract price, in form and with security satisfactory to said City, then this d remain in full force and virtue in law, and the Surety shall, upon failure going requirements within the time specified above, immediately pay to of, in good and lawful money of the United States of America, not as a and Surety have caused these presents to be duly signed and sealed this
day of, 20	The Surety Have caused these presents to be duly signed and sealed this
Principal	
	BY
	TITLE
	BY
	TITLE
(SEAL)	Producing Agent
	Producing Agent's Address
	Name of Agency

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

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of Contract 19-C-00053 in accordance with your Proposal dated as completed in accordance with
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-00053; David L. Tippin Facility Solids Processing System Improvements, shall include, but not be limited to, furnish and install four eight (8) inch thickener piping systems, valves, manhole, excavation work, demolition work, concrete work, trenching and all associated appurtenances to complete the project. with all associated work required for a complete project in accordance with the Contract Documents.

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

TAMPA AGREEMENT

SECTION 1 GENERAL

ARTICLE 1.01 THE CONTRACT

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

The Notice to Bidders:

The Instructions to Bidders, including Special Instructions and General Instructions;

The Proposal;

The Bid Bond;

The Certification of Nonsegregated Facilities;

The Notice of Award;

The Agreement:

The Performance Bond;

The Notice To Proceed:

The Specifications, including the General Provisions, the Workmanship and Materials, the Specific Provisions or the Contract Items

The Plans;

All Supplementary Drawings Issued after award of the Contract:

All Addenda issued by the City prior to the receipt of proposals;

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

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

- (a)To monitor the performance of the work.
- (b)To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder and, when completed, to measure such work for payment.
- (c)To determine all questions of an engineering character in relation to the work, to interpret the Plans, Specifications and Addenda.
- (d)To determine how the work of this Contract shall be coordinated with the work of other contractors engaged simultaneously on this project.
- (e)To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the City or to the Contractor of the work to be done under the Contract.
- (f)To amplify the Plans, add explanatory information and furnish additional Specifications and Drawings consistent with the intent of the Contract Documents.

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

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

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters

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

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

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

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

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

ARTICLE 2.03 NO ESTOPPEL

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

ARTICLE 2.04 NO WAIVER OF RIGHTS

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

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

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

SECTION 3 PERFORMANCE OF WORK

ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY

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

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

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

ARTICLE 3.02 COMPLIANCE WITH LAWS

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

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

ARTICLE 3.03 INSPECTION

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

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

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

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

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

ARTICLE 3.04 PROTECTION

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

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

ARTICLE 3.05 PRESERVATION OF PROPERTY

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

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

ARTICLE 3.06 BOUNDARIES

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

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 3.08 TAXES

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

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

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

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

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

SECTION 4 TIME PROVISIONS

ARTICLE 4.01 TIME OF START AND COMPLETION

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

The Contractor must complete the work covered by this Contract in the number of consecutive calendar days set forth in the Instructions to Bidders, unless the date of completion is extended pursuant to the provisions of Article 4.05 hereof. The period for performance shall start from the date of signing of this Agreement by the City.

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

ARTICLE 4.02 PROGRESS SCHEDULE

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

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

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

ARTICLE 4.03 APPROVAL REQUESTS

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

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

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

ARTICLE 4.05 EXTENSION OF TIME

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

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

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

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

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives or because of any injunction which may be brought against the City or its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

ARTICLE 4.06 LIQUIDATED DAMAGES

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

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

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

ARTICLE 4.07 FINAL INSPECTION

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

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

SECTION 5 SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 5.01 LIMITATIONS AND CONSENT

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

ARTICLE 5.02 RESPONSIBILITY

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

SECTION 6 SECURITY AND GUARANTY

ARTICLE 6.01 CONTRACT SECURITY

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

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

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

ARTICLE 6.02 CONTRACTORS INSURANCE

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

ARTICLE 6.03 AGAINST CLAIMS AND LIENS

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

ARTICLE 6.04 MAINTENANCE AND GUARANTY

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

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

SECTION 7 CHANGES

ARTICLE 7.01 MINOR CHANGES

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

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

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

ARTICLE 7.02 EXTRA WORK

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

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

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

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

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

- (1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon, in writing, before starting such work for each hour that said labor and foremen are actually engaged thereon, to which shall be added an amount equal to 25 percent of the sum thereof which shall be considered and accepted as full compensation for general supervision, FICA taxes, contributions under the Florida Unemployment Compensation Act, insurance, bond, subcontractor's profit and overhead, the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
- (2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site or previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

- (3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the Contractor shall receive payment based on the average local area rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
- (4) Records of extra work done under this procedure shall be reviewed at the end of each day by the Contractor or his representative and the Engineer. Duplicate copies of accepted records shall be made and signed by both Contractor or his representative and the Engineer, and one copy retained by each.

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

ARTICLE 7.03 DISPUTED WORK

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

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

ARTICLE 7.04 OMITTED WORK

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

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

- (a) By such applicable unit prices, if any, as are set forth in the Contract; or
- (b) By the appropriate lump sum price set forth in the Contract; or
 - (c) By the fair and reasonable estimated cost to the City

and

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 Contact 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 of 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 of 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 indemnity 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 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.

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 onsite 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
or	

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF)	
COUNTY OF) SS:)	
For a Corporation:		
STATE OF		
		ed before me by means of □ physical presence or □ , _2020_, byas
□ Partnership □ Joint Venture □ I Personally Known OR Produced Id	or LC □ Corp □ Other: dentification. Type of Identificati	, <u>2020_</u> , byas, a/n, a/n, a/n, on behalf of such entity. Such individual is on Produced
[NOTARY SEAL]		Notary Public, State of
[Notary Printed Name:
		Commission No.:
		My Commission Expires:
For an Individual:		, co
STATE OF		
online notarization, this	day of	ed before me by means of □ physical presence or □ _ , 2020 , uch individual is Personally Known OR Produced
[NOTARY SEAL]		Notary Public, State of
[Notary Printed Name:
		Commission No.:
		My Commission Expires:
For a Firm:		my commission Expires.
STATE OF		
online notarization, this	dav of	ed before me by means of □ physical presence or □ , <u>2020</u> , by as
	of	, a/n , on behalf of such entity. Such individual is
□ Partnership □ Joint Venture □ I Personally Known OR Produced Id	.LC □ Corp □ Other: lentification. Type of Identificati	, on behalf of such entity. Such individual is on Produced
w.a=.=.		
[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:	
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	n 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
a corporation organized and existing under and by virtue of the laws of the State of	Owner, in the penal sum
THE CONDITION OF THIS BOND is that if Principal: 1. Performs the contract dated,, 20, between Principal and Ow, the contract being made a	vner for construction of
reference, in the time and in the manner prescribed in the contract; and	part of this bond by
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) (Section 713.01), Flo Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution in the contract; and	
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate productions because of a default by Principal under the contract; and	roceedings, that Owner
4. Performs the guarantee of all work and materials furnished under the contract for the time specifithis bond is void; otherwise it remains in full force.	ied in the contract, then

- 5. Contractor and Surety acknowledge that the Work for which this bond has been issued may be one of several such contract documents for a group of projects. This bond does not secure covenants to pay for or to perform design services survey or program management services. The Owner/Obligee is expected to reasonably account for damages that are caused to Owner with respect to Principal's (Contractor's) default in performance of the scope of the Work incorporated by reference into the bond, and notwithstanding any contractual or common law remedy permitted to Owner as against Contractor, the obligation of Surety for any damages under this bond shall be determined by the cost of completion of the Work less the contract balance unpaid upon default of Contractor for the Work plus liquidated damages at the rate of \$500.00 per day for delays by the Contractor and/or Surety in reaching substantial completion.
- 6. The notice requirements for claimants and conditions for entitlement to payment set forth in Section 255.05, Fla. Stat. and the limitations period to actions upon Section 255.05, Fla. Stat. bonds apply to claimants seeking payment from surety under this bond. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.
- 7. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract documents or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

Agreement concerning the guaranty of such CONTRACTO of the completed work under the Contract by the CITY, all of	OR for a period of one year following the date of the final acceptance of which this BOND includes.
DATED ON, 20	
(Name of Principal)	(Name of Surety)
(Principal Business Address)	(Surety Address)
Ву	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)	
Ву	
Title	
Telephone Number of Local Agency	

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

*(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 thw 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 cosntructed in accordance with the requirements of the Contract Documents.

SECTION 6

G-6.01 GENERAL

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

G-6.02 PUBLIC ACCESS

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

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

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

G-6.03 CONTRACTOR'S FIELD OFFICE

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

G-6.04 TEMPORARY FENCE

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

G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

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

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

SECTION 7 TEMPORARY SERVICES

G-7.01 WATER

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

G-7.02 LIGHT AND POWER

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

G-7.03 SANITARY REGULATIONS

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

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

G-7.04 ACCIDENT PREVENTION

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

G-7.05 FIRST AID

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

G-7.06 HEATING

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

SECTION 8

LINES AND GRADES

G-8.01 GENERAL

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

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

G-8.02 SURVEYS

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

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

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

G-8.03 SAFEGUARDING MARKS

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

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

G-8.04 DATUM PLANE

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

G-9.04 RESTORATION OF FENCES

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 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.

manner described in the Technical Specifications section.

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.

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.

SECTION 13 CLEANING

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.

Special Provisions

SP-1 Scope:

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

All work shall be constructed, installed and maintained complete in place as specifically described in these Specifications, as shown on the Plans and as described and directed by the Engineer in accordance with the obvious or expressed intent of the Contract.

SP-2 Permits:

The City will obtain necessary Florida Department of Environmental Protection (FDEP) Permit and City will coordinate with City's Permitting Department.

The Contractor may be required to Permit for disposal of debris and sludge removed during the bypass and dewatering operations.

SP-3 Environmental Protection:

The Contractor will be held liable for the violation of any and all environmental regulations. Violation citations carry civil penalties and in the event of willful violation, criminal penalties. The

fact that the permits are issued to the City does not relieve the Contractor in any way of his environmental obligations and responsibilities.

SP-4 Use of Explosives:

Explosives shall not be used on the work.

SP-5 Coordination and Cooperation:

In performing work under this Contract, the Contractor shall coordinate his work with that of any adjacent contractors for the City, and others, and cooperate with them in every reasonable way, to the end that there shall be the minimum practicable interference with their operations.

SP-6 Material and Equipment Approval:

The Contractor shall not enter into any subcontracts, or place any order, for the furnishing of any material or equipment until he has received the Engineer's written approval of the manufacturers. After the Contractor has received approval of the Engineer, equipment procurement shall commence. The Contractor shall coordinate the procurement process with construction sequence and construction operations.

SP-7 Contractor Emergency Response Time:

The Contractor shall be available to service emergency calls seven (7) days a week, twenty-four

(24) hours a day. The response time for emergency calls shall be within two (2) hours. A contact person and telephone number shall be provided to the Engineer for such purposes.

SP-8 Utility Protection Considerations:

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

The Contractor shall furnish, install, and remove sheeting and shoring and other protective measures as may be necessary to satisfactorily accomplish the construction of this project. The cost

of such sheeting and shoring and other protective measures shall be included in the lump sum bid price, and no separate payment shall be made therefor.



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

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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 of this period is the final payment period. Located at the top right of the form.

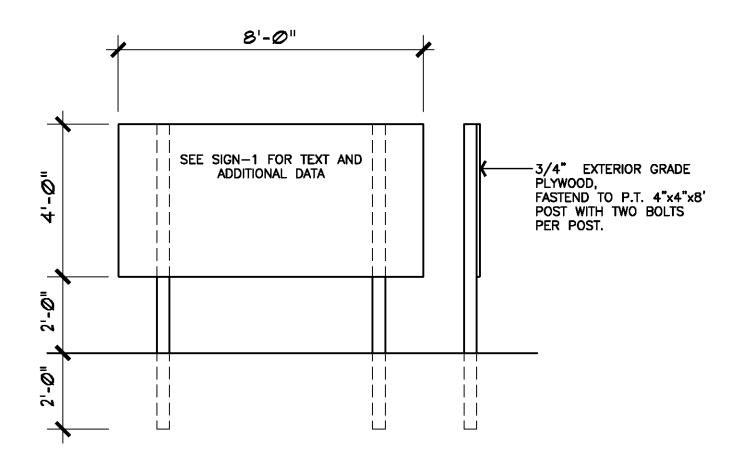
The following instructions are for information of any and all subcontractors used for the pay period.

- (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.

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SECTION 01 14 16

COORDINATION WITH OWNER'S OPERATIONS

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. This Section includes requirements for coordinating with OWNER's operations during the Project, and includes requirements for tie-ins and shutdowns necessary to complete the Work without impact on OWNER's operations except as allowed in this Section.
- 2. CONTRACTOR shall provide all labor, materials, equipment, tools, and incidentals shown, specified, and required to coordinate with OWNER's operations during the Work in accordance with this Section.

B. Coordination:

1. Review construction procedures under other Specifications sections and coordinate Work that will be performed with or before the Work specified in this Section.

C. Related Sections:

- 1. Section 01 11 13, Summary of Work.
- 2. Section 01 51 41, Temporary Pumping.
- 3. Section 01 73 24, Connections to Existing Facilities.
- D. Except for shutdowns specified in this Section, perform the Work such that OWNER's facilities remain in continuous satisfactory operation during the Project. Schedule and conduct the Work such that the Work does not: impede OWNER's production or processes, create potential hazards to operating equipment and personnel, reduce the quality of the facility's products or effluent, cause odors or other nuisances, or affect the public health, safety, and convenience.
- E. Work not specifically covered in this Section or in referenced Sections may, in general, be completed, within the Contract Times, at any time during regular working hours in accordance with the Contract Documents, subject to the requirements in this Section.
- F. As a substitute to the procedures specified in this Section, CONTRACTOR may propose providing additional temporary facilities that can eliminate or mitigate a constraint without additional cost to OWNER, provided such additional temporary facilities: do not present hazards to the public, personnel, structures, and equipment; that such additional temporary facilities do not adversely affect OWNER's ability to comply with Laws and Regulations, permits, and operating requirements; that such temporary facilities do not generate or foster the generation of odors and other nuisances; and that requirements of the Contract Documents are fulfilled.
- G. Coordinate shutdowns with OWNER and ENGINEER. When possible, combine multiple tie-ins into a single shutdown to reduce impacts on OWNER's operations and processes.
- H. Operation of Existing Systems and Equipment during the Work:

- 1. Do not shut off or disconnect existing operating systems or equipment, unless accepted by ENGINEER in writing.
- 2. Operation of existing systems and equipment will be by OWNER unless otherwise specified or indicated.
- 3. Where necessary for the Work, CONTRACTOR shall seal or bulkhead OWNER-operated gates and valves to prevent leakage that may affect the Work, OWNER's operations, or both.
- 4. Provide temporary watertight plugs, bulkheads, and line stops as required. After completing the Work, remove seals, plugs, bulkhead, and line stops to satisfaction of ENGINEER.
- I. Requirements for temporary pumping are in Section 01 51 41, Temporary Pumping. Requirements for temporary pumping associated with specific shutdowns are indicated in this Section.

1.2 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Substitute Sequence Submittal: When deviation from specified sequence or procedures is proposed, furnish submittal explaining in detail the proposed sequence or procedures and associated effects, including evidence that OWNER's operations will not be adversely affected, to an extent greater than originally contemplated in the Contract Documents, by proposed substitution.
- B. Informational Submittals: Submit the following:
 - 1. Shutdown Planning Submittal:
 - a. For each shutdown, submit an inventory of labor, materials, and equipment required to perform the shutdown and tie-in tasks, an estimate of time required to accomplish the complete shutdown including time for OWNER to take down and start up existing equipment, systems, or conduits, and written description of steps required to complete the Work associated with the shutdown.
 - b. Furnish submittal to ENGINEER not less than 30 days prior to proposed shutdown start date. Do not start shutdown until obtaining ENGINEER's acceptance of shutdown planning submittal.
 - 2. Shutdown Notification: After ENGINEER's acceptance of shutdown planning submittal and prior to starting the shutdown, submit written notification to OWNER and ENGINEER of date and time each shutdown is to start. Submit notification not less than 48 hours in advance of each shutdown.

1.3 GENERAL CONSTRAINTS

- A. Indicated in the Contract Documents are the sequence and shutdown durations, where applicable, for OWNER'S equipment, systems, and conduits (including piping and ducting) that are to be taken out of service temporarily for the Work. New materials, equipment, and systems may be used by OWNER after the specified field quality controls and testing are successfully completed and the materials or equipment are Substantially Complete in accordance with the Contract Documents.
- B. The following constraints apply to coordination with OWNER's operations:

- 1. Operational Access: OWNER'S personnel shall have access to equipment and areas of the facility that remain in operation.
- 2. OWNER will assist CONTRACTOR in dewatering the thickeners for shutdowns. Maintain clean and dry work area by pumping and properly disposing of fluid and other material that accumulates in work areas.
- 6. Draining and Cleaning of Conduits, Tanks, and Basins:
 - a. Unless otherwise shown or indicated, CONTRACTOR shall dewater process tanks, basins, conduits (including piping) at beginning of each shutdown. Flush, wash down, and clean tanks, basins, conduits (including piping), and other work areas.
 - b. CONTRACTOR shall remove liquids and solids and dispose of them at appropriate location at the Site as directed by ENGINEER. Unless otherwise specified or indicated, contents of tanks, basins, and conduits (including piping) undergoing modifications shall be transferred to existing process tanks or conduits at the Site with capacity sufficient to accept such discharges, using hoses, temporary piping, temporary pumps, or other means provided by CONTRACTOR. Discharge of fluids across floors is not allowed.
 - c. If drainage point is not available on the conduit (including piping) to be drained, provide a wet tap using tapping saddle and valve or other method approved by ENGINEER. Uncontrolled spillage of contents of conduits (including piping) is not allowed.
 - d. Spillage shall be brought to City's attention immediately, both verbally and in writing, and reported in accordance with Laws and Regulations. CONTRACTOR shall wash down spillage to floor drains or sumps or other appropriate location and flush the system to prevent clogging and odors. If spillage is not suitable for discharge to the drainage system, such as chemical spills, as determined by City, CONTRACTOR shall remove spillage by other method, such as vactor truck, sorbents, or other method acceptable to City.

1.4 SEQUENCE OF WORK

A. Perform the Work in the indicated sequence. Certain phases or stages of the Work may require working 24-hour days or work during hours outside of regular working hours. Work may be accelerated from a later stage to an earlier stage if OWNER's operations are not adversely affected by proposed sequence change, with ENGINEER's acceptance.

1.5 TIE-INS

A. CONTRACTOR shall perform tie-ins required to complete the Work as shown on the Plans.

1.6 SHUTDOWNS

A. General:

1. Terminology: A "shutdown" is when a portion of the normal operation of OWNER's facility, whether equipment, systems, conduit (including piping and ducting), has to be temporarily suspended or taken out of service to perform the Work.

- 2. Work that may interrupt normal operations shall be accomplished at times convenient to OWNER unless otherwise indicated in the Contract Documents.
- 3. Furnish at the Site, in close proximity to the shutdown and tie-in work areas, tools, materials, equipment, spare parts, both temporary and permanent, necessary to successfully perform the shutdown. Complete to the extent possible, prefabrication of piping and other assemblies prior to commencing the associated shutdown. Demonstrate to ENGINEER's satisfaction that CONTRACTOR has complied with such requirements before commencing the shutdown.
- 4. If CONTRACTOR's operations cause an unscheduled interruption of OWNER's operations, immediately re-establish satisfactory operation for OWNER.
- 5. Unscheduled shutdowns or interruptions of continued safe and satisfactory operation of OWNER's facilities that result in fines or penalties by authorities having jurisdiction shall be paid solely by CONTRACTOR if, in ENGINEER's opinion, CONTRACTOR did not comply with requirements of the Contract Documents, or was negligent in the Work, or did not exercise proper precautions in performing the Work and complying with applicable permits, Laws, and Regulations.
- 6. Shutdowns shall be in accordance with the sequence of construction. Work requiring service interruptions for tie-ins shall be performed during scheduled shutdowns.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. In addition to requirements of this Section, comply with Section 01 73 29, Cutting and Patching, and Section 01 73 24, Connections to Existing Facilities, and other Contract Documents applicable to Work associated with shutdowns, tie-ins, temporary pumping (where applicable), and similar work.

+ + END OF SECTION + +

SECTION 01 29 73

SCHEDULE OF VALUES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- CONTRACTOR shall prepare and submit to ENGINEER for acceptance a
 Schedule of Values that allocates cost to each item of the Work. Schedule of
 Value list of line items shall correspond to each aspect of the Work,
 establishing in detail the portion of the Contract Price allocated to each major
 component of the Work.
- 2. Upon request of ENGINEER, support values with data that substantiate their correctness.
- 3. Submit preliminary Schedule of Values to ENGINEER for initial review. CONTRACTOR shall incorporate ENGINEER's comments into the Schedule of Values and resubmit to ENGINEER. ENGINEER may require corrections and re-submittals until Schedule of Values is acceptable.
- 4. Schedule of Values may be used as a basis for negotiating price of changes, if any, in the Work.
- 5. Schedule of Values will be basis for preparing each Application for Payment.

1.2 SUBMITTALS

- A. Informational Submittals: Submit the following:
 - 1. Submit to ENGINEER Schedule of Values in the form and quantity required in Section 01 33 00, Submittal Procedures.
 - 2. Content of Schedule of Values submittals shall be in accordance with Article 1.3 of this Section.
 - 3. Timing of Submittals:
 - a. Submit preliminary Schedule of Values within thirty days following the date that the Contract Times commence running in accordance with the Notice to Proceed.
 - b. Submittal of the Schedule of Values for acceptance by ENGINEER shall be in accordance with the General Conditions. ENGINEER will not accept Applications for Payment without an acceptable Schedule of Values.
 - c. When required by ENGINEER, promptly submit updated Schedule of Values to include cost breakdowns for changes in the Contract Price.

1.3 SCHEDULE OF VALUES FORMAT AND CONTENT

- A. Organization and Major Elements of Schedule of Values
 - 1. Prepare Schedule of Values on the "progress estimate" or "continuation sheets", as applicable, of the Application for Payment form indicated in Section 01 29 76, Progress Payment Procedures.

- 2. Include in Schedule of Values unit price payment items with their associated quantity. Provide in the Schedule of Values detailed breakdown of unit prices when required by ENGINEER.
- B. Requirements for preliminary Schedule of Values and Schedule of Values are:
 - 1. Subcontracted Work:
 - a. Schedule of Values shall show division of Work between CONTRACTOR and Subcontractors.
 - b. Line items for Work to be done by Subcontractor shall include the word, "(SUBCONTRACTED)".
 - 2. Apportionment between Materials and Equipment, and Installation:
 - a. Schedule of Values shall include breakdown of costs for materials and equipment, installation, and other costs used in preparing the Bid by CONTRACTOR and each Subcontractor.
 - b. List purchase and delivery costs for materials and equipment for which CONTRACTOR may apply for payment as stored materials.
 - 3. Sum of individual values shown on the Schedule of Values shall equal the total of associated payment item. Sum of payment item totals in the Schedule of Values shall equal the Contract Price.
 - 4. Overhead and Profit: Include in each line item a directly proportional amount of CONTRACTOR's overhead and profit. Do not include overhead and profit as separate item(s).
 - 5. Include separate line item for each allowance, and for each unit price item.
 - 6. Bonds and Insurance Costs: Include line item for bonds and insurance in payment item for the lump sum, in amount not exceeding 2.0 percent of the Contract Price. This amount may be applied for in the first Application for Payment.
 - 7. Line items for Site maintenance such as dust control, snow removal, compliance with storm water pollution prevention plans and permits, spill prevention control and countermeasures plans, and for construction photographic documentation; temporary utilities and temporary facilities, field offices, temporary controls, field engineering, and similar Work shall be included in the Schedule of Values and proportioned in Applications for Payment throughout duration of the Work.
 - 8. Mobilization and Demobilization:
 - a. Include separate line items under each appropriate payment item for mobilization and demobilization. Document for ENGINEER the activities included in mobilization and demobilization line items.
 - b. Mobilization will be limited to 3 percent of the Contract Price, and will be paid in 3 payments.
 - c. Demobilization shall be not less than 2 percent of the Contract Price and shall be included with the Application for Payment following Substantial Completion, or other schedule acceptable to ENGINEER.
 - 11. Project Record Documents:
 - a. Include in the Schedule of Values a line item with appropriate value for Project record documents.
 - b. If adequate record documents are maintained, up to 50 percent of the value of the record documents line item will be eligible for payment,

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- spread evenly over those progress payments in which construction at the Site is performed.
- c. Remainder of Project record documents line item will be eligible for payment when complete record documents are submitted in accordance with the Contract Documents. If record documents submitted are unsatisfactory to ENGINEER, amount may be reduced via set-offs in accordance with the Contract Documents.
- 12. Schedule of Values shall include an itemized list of Work by work area, as applicable, for Work included in Section 01 14 16, Coordination with Owner's Operations.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01 31 13

PROJECT COORDINATION

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

 CONTRACTOR shall coordinate the Work, including testing agencies whether hired by CONTRACTOR, OWNER, or others; Subcontractors, Suppliers, and others with whom coordination is necessary, in accordance with the General Conditions, Supplementary Conditions, and this Section, to perform the Work within the Contract Times and in accordance with the Contract Documents.

B. Coordination:

CONTRACTOR shall cooperate with and coordinate the Work with other contractors, utility owners, utility service companies, OWNER's and facility manager's employees working at the Site, and other entities working at the Site, in accordance with Section 01 11 13, Summary of Work.

- 1. CONTRACTOR will not be responsible or liable for damage unless damage is through negligence of CONTRACTOR, or Subcontractors, Supplier, or other entity employed by CONTRACTOR.
- 2. Attend and participate in all project coordination and progress meetings, and report on the progress of the Work and compliance with the Progress Schedule.
- 3. Work hours are 7:00 a.m. to 3:30 p.m., Monday through Friday exclusive of City holidays

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01 31 19.13

PRE-CONSTRUCTION CONFERENCE

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. A pre-construction conference will be held for the Project.
- 2. CONTRACTOR shall attend the conference prepared to discuss all items on the pre-construction conference agenda.
- 3. ENGINEER will distribute an agenda, preside at conference, and prepare and distribute minutes to all conference participants and others as requested.

B. Purpose of Pre-construction Conference:

- 1. Purpose of conference is to designate responsible personnel, establish working relationships, discuss preliminary schedules submitted by CONTRACTOR, and review administrative and procedural requirements for the Project.
- 2. Matters requiring coordination will be discussed and procedures for handling such matters will be established.
- 3. Unless otherwise indicated in the Contract Documents or otherwise agreed to by the entities involved, Site mobilization meeting will be part of the preconstruction conference.

1.2 PREPARATION FOR PRE-CONSTRUCTION CONFERENCE

A. Date, Time, and Location:

- 1. Conference will be held after execution of the Contract and before Work starts at the Site.
- 2. ENGINEER will establish the date, time, and location of conference and notify the interested and involved entities.

B. Submittals Required Prior to Pre-construction Conference:

- 1. Not less than three days prior to pre-construction conference, submit the following preliminary schedules in accordance with the General Conditions and other requirements of the Contract Documents:
 - a. Preliminary Progress Schedule.
 - b. Preliminary Schedule of Submittals.
 - c. Preliminary Schedule of Values.
 - d. Listing of identity and general scope of Work or supply (as applicable) of planned Subcontractors and Suppliers. Indicate extent of each Subcontract proposed and overall percentage of Contract Price to be subcontracted.
- C. CONTRACTOR shall furnish information required and contribute appropriate items for discussion at the pre-construction conference.

- D. Handouts for Pre-Construction Conference:
 - 1. CONTRACTOR shall bring to the conference the following, with sufficient number of copies for each attendee:
 - a. Preliminary Progress Schedule, as submitted to ENGINEER.
 - a. Preliminary progress scheduling information, as submitted to ENGINEER.
 - b. Preliminary Schedule of Submittals, as submitted to ENGINEER.
 - c. Preliminary Schedule of Values, as submitted to ENGINEER.
 - d. Listing of identity and general scope of Work or supply of planned Subcontractors and Suppliers.
 - e. List of emergency contact information, in accordance with Article 1.5 of Section 01 35 23, Safety Requirements.

1.3 REQUIRED ATTENDEES

- A. Representative of each entity attending the conference shall be authorized to act on that entity's behalf.
- B. Contractor Attendance: Conference shall be attended by CONTRACTOR's:
 - 1. Project manager.
 - 2. Site superintendent
 - 3. Project managers for major Subcontractors, and major equipment Suppliers as CONTRACTOR deems appropriate.
- C. Other attendees will be representatives of:
 - 1. OWNER.
 - 2. ENGINEER.
 - 3. Resident Project Representative (RPR), if available.
 - 4. Others as requested by OWNER, CONTRACTOR, or ENGINEER.

1.4 AGENDA

- A. Preliminary Agenda: Be prepared to discuss in detail the topics indicated below. Revisions, if any, to the agenda below will be furnished to required attendees prior to the pre-construction conference.
 - 1. Procedural and Administrative:
 - a. Personnel and Teams:
 - 1) Designation of roles and personnel.
 - 2) Limitations of authority of personnel, including personnel who will sign Contract modifications and make binding decisions.
 - 3) Subcontractors and Suppliers in attendance.
 - 4) Authorities having jurisdiction.
 - b. Procedures for communications and correspondence, including electronic communication protocols.
 - c. Copies of the Contract Documents and availability.
 - d. Subcontractors and Suppliers.
 - 1) Lists of proposed Subcontractors and Suppliers.
 - e. The Work and Scheduling:

- 1) General scope of the Work.
- 2) Contract Times, including Milestones (if any).
- 3) Phasing and sequencing.
- 4) Preliminary Progress Schedule.
- 5) Critical path activities.
- f. Safety:
 - 1) Responsibility for safety.
 - 2) Contractor's safety representative.
 - 3) Emergency procedures and accident reporting.
 - 4) Emergency contact information.
 - 5) Confined space entry permits.
 - 6) Hazardous materials communication program.
 - 7) Impact of Project on public safety.
- g. Permits.
- h. Review of insurance requirements and insurance claims.
- i. Coordination:
 - 1) Project coordination, and coordination among contractors.
 - 2) Construction coordinator.
 - 3) Coordination with Owner's operations.
 - 4) Progress meetings.
 - 1) Preliminary Schedule of Submittals.
 - 2) Procedures for furnishing and processing submittals.
 - 3) Work not eligible for payment until submittals are approved or accepted (as required).
 - 4) Construction photographic documentation.
- j. Submittals:
 - 1) Preliminary Schedule of Submittals.
 - 2) Submittal procedures.
 - 3) Contractor coordination and approval stamp.
 - 4) Meaning of Engineer's actions/submittal disposition.
 - 5) Preliminary discussion of initial, critical submittals.
 - 6) Construction photographic documentation.
- k. Substitutes and "Or-Equals":
 - 1) Product options.
 - 2) Procedures for proposing "or-equals".
 - 3) Procedures for proposing substitutes.
- I. Contract Modification Procedures
 - 1) Requests for interpretation
 - 2) Written clarifications
 - 3) Field Orders
 - 4) Proposal Requests
 - 5) Change Proposals
 - 6) Work Change Directives.
 - 7) Change Orders.
 - 8) Procedure for Claims and dispute resolution
- m. Payment:
 - 1) Owner's Project financing and funding, as applicable.
 - 2) Owner's tax-exempt status.

- 3) Preliminary Schedule of Values
- 4) Procedures for measuring for payment.
- 5) Retainage.
- 6) Progress payment procedures.
- 7) Prevailing wage rates and payrolls.
- n. Testing and inspections, including notification requirements.
- o. Disposal of demolition materials.
- p. Record documents.
- q. Preliminary Discussion of Contract Closeout:
 - 1) Procedures for Substantial Completion.
 - 2) Contract closeout requirements.
 - 3) Correction period.
 - 4) Duration of bonds and insurance.
- 2. Site Mobilization (if not covered in a separate meeting):
 - a. Working hours and overtime.
 - b. Field offices, storage trailers, and staging areas.
 - c. Temporary facilities.
 - d. Temporary utilities and limitations on utility consumption (where applicable).
 - e. Utility company coordination (if not done as a separate meeting).
 - f. Access to Site, access roads, and parking for construction vehicles.
 - g. Maintenance and protection of traffic.
 - h. Use of Site and premises.
 - i. Protection of property.
 - j. Security.
 - k. Temporary controls, such as sediment and erosion controls, noise controls, dust control, storm water controls, and other such measures.
 - 1. Site barriers and temporary fencing.
 - m. Storage of materials and equipment.
 - n.. Reference points and benchmarks; surveys and layouts.
 - o. Site maintenance during the Project.
 - p. Cleaning and removal of trash and debris.
 - q. Restoration.
- 3. General discussion and questions.
- 4. Next meeting.
- 5. Site visit, if required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SECTION 01 31 19.23

PROGRESS MEETINGS

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- Progress meetings will be held throughout the Project. CONTRACTOR shall attend each progress meeting prepared to discuss in detail all items on the agenda.
- 2. ENGINEER will preside at progress meetings and will prepare and distribute minutes of progress meetings to all meeting participants and others as requested.

1.2 PREPARATION FOR PROGRESS MEETINGS

A. Date and Time:

- 1. Regular Meetings: Every month on a day and time agreeable to OWNER, ENGINEER, and CONTRACTOR.
- 2. Other Meetings: As required.

B. Location:

1. At the Plant or other location mutually agreed upon by OWNER, CONTRACTOR, and ENGINEER.

D. Handouts:

- 1. CONTRACTOR shall bring to each progress meeting not less than 5 copies of each of the following:
 - a. List of Work accomplished since the previous progress meeting.
 - b. Up-to-date Progress Schedule.
 - c. Up-to-date Schedule of Submittals.
 - d. Detailed "look-ahead" schedule of Work planned through the next progress meeting, with specific starting and ending dates for each activity, including shutdowns, deliveries of important materials and equipment, Milestones (if any), and important activities affecting the OWNER, Project, and Site.
 - e. When applicable, list of upcoming, planned time off (with dates) for personnel with significant roles on the Project, and the designated contact person in their absence.

1.3 REQUIRED ATTENDANCE

A. Representatives present for each entity shall be authorized to act on that entity's behalf.

B. Required Attendees:

1. CONTRACTOR:

- a. Project manager.
- b. Site superintendent.
- c. Safety representative.
- d. When needed for the discussion of a particular agenda item, representatives of Subcontractors and Suppliers shall attend meetings.
- 2. Construction coordinator (if any).
- 3. ENGINEER:
 - a. Project manager or designated representative
 - b. Resident Project Representative (if any).
 - c. Others as required by ENGINEER.
- 4. OWNER's representative(s), as required.
- 5. Testing and inspection entities, as required.
- 6. Others, as appropriate.

1.4 AGENDA

- A. Preliminary Agenda: Be prepared to discuss in detail the topics listed below. Revised agenda, if any, will be furnished to CONTRACTOR prior to first progress meeting. Progress meeting agenda may be modified by ENGINEER during the Project as required.
 - 1. Review, comment, and amendment (if required) of minutes of previous progress meeting.
 - 2. Review of progress since the previous progress meeting.
 - 3. Planned progress through next progress meeting.
 - 4. Review of Progress Schedule
 - a. Contract Times, including Milestones (if any)
 - b. Critical path.
 - c. Schedules for fabrication and delivery of materials and equipment.
 - d. Corrective measures, if required.
 - 5. Submittals:
 - a. Review status of critical submittals.
 - b. Review revisions to Schedule of Submittals.
 - 6. Contract Modifications
 - a. Requests for interpretation
 - b. Written clarifications
 - c. Field Orders
 - d. Proposal Requests
 - e. Change Proposals
 - f. Work Change Directives.
 - g. Change Orders.
 - h. Claims.
 - 7. Applications for progress payments.
 - 8. Problems, conflicts, and observations.
 - 9. Quality standards, testing, and inspections.
 - 10. Coordination between parties.
 - 11. Site management issues, including access, security, maintenance and protection of traffic, maintenance, cleaning, and other Site issues.
 - 12. Safety.
 - 13. Permits.

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- 14. Construction photographic documentation.
- 15. Record documents status.
- 16. Punch list status, as applicable.
- 17. Other business.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall prepare and furnish submittals in accordance with the General Conditions, as may be modified by the Supplementary Conditions, and this Section.
- 2. Provide submittals well in advance of need for the material or equipment, or procedure (as applicable), in the Work and with ample time required for delivery of materials and equipment and to implement procedures following ENGINEER's approval or acceptance of the associated submittal. Work covered by a submittal will not be included in progress payments until approval or acceptance of related submittals has been obtained in accordance with the Contract Documents.
- 3. CONTRACTOR is responsible for dimensions to be confirmed and corrected at the Site; quantities; information pertaining solely to fabrication processes; means, methods, sequences, procedures, and techniques of construction; safety precautions and programs incident thereto; and for coordinating the work of all trades.
- 4. CONTRACTOR's signature of submittal's stamp and letter of transmittal shall be CONTRACTOR's representation that CONTRACTOR has complied with his obligations under the Contract Documents relative to that submittal. ENGINEER and OWNER shall be entitled to rely on such representations by CONTRACTOR.

B. Restrictions on Quantity of Submittals and Compensation of OWNER:

- 1. CONTRACTOR shall furnish required submittals with sufficient information and accuracy to obtain required approval or acceptance of submittal by ENGINEER with not more than the 3 of resubmittals.
- 2. Total number of CONTRACTOR's submittals shall not exceed 25 percent above the total number of first-time submittals indicated in the Schedule of Submittals initially accepted by ENGINEER in accordance with the General Conditions. ENGINEER will record ENGINEER's time for reviewing submittals of Shop Drawings, Samples, and other submittals and items requiring approval or acceptance, beyond the quantity of first-time submittals indicated in the Schedule of Submittals initially accepted by ENGINEER, and CONTRACTOR shall reimburse OWNER for ENGINEER's charges for such time.
- 3. In the event that CONTRACTOR requests a substitution for a previously approved item, Contractor shall reimburse OWNER for ENGINEER's charges

- for such time unless the need for such substitution is beyond the control of CONTRACTOR.
- 4. OWNER may impose set-offs against CONTRACTOR for the costs for which CONTRACTOR is to reimburse or compensate OWNER, in accordance with the General Conditions.

1.2 TYPES OF SUBMITTALS

- A. Submittal types are classified as follows: 1) Action Submittals, 2) Informational Submittals, 3) Closeout Submittals, and 4) Maintenance Material submittals. Type of each required submittal is designated in the respective Specifications Sections; when type of submittal is not designated in the associated Specification Section, submittal will be classified as follows:
 - 1. Action Submittals include:
 - a. Shop Drawings.
 - b. Product data.
 - c. Delegated design submittals, which include documents prepared, sealed, and signed by a design professional retained by CONTRACTOR, Subcontractor, or Supplier for materials and equipment to be incorporated into the completed Work. Delegated design submittals do not include submittals related to temporary construction unless specified otherwise in the related Specifications Section. Delegated design submittals include: design drawings, design data including calculations, specifications, certifications, and other submittals prepared by such design professional.
 - d. Samples.
 - e. Testing plans, procedures, and testing limitations.
 - f. Lay down or material storage area layout drawing.
 - 2. Informational Submittals include:
 - a. Certificates.
 - b. Design data not sealed and signed by a design professional retained by CONTRACTOR, Subcontractor, or Supplier.
 - c. Pre-construction test and evaluation reports, such as reports on pilot testing, subsurface investigations, testing for a potential Hazardous Environmental Condition, and similar reports.
 - d. Supplier instructions, including installation data, and instructions for handling, starting-up, and troubleshooting.
 - e. Field or Site quality control submittals (other than testing plans, procedures, and testing limitations), including results of operating and acceptability tests at the Site.
 - f. Qualifications statements.
 - g. Administrative submittals including:
 - 1) Progress Schedules.
 - 2) Schedules of Submittals.
 - 3) Schedules of Values.
 - 4) Photographic documentation.

- 5) Coordination drawings, when submittal of such is required.
- 6) Copies of permits obtained by CONTRACTOR.
- 7) Field engineering reports, survey data, and similar information.
- 3. Closeout Submittals include:
 - a. Maintenance contracts.
 - b. Operations and maintenance data.
 - c. Bonds, such as special maintenance bonds and bonds for a specific material, equipment item, or system.
 - d. Warranty documentation.
 - e. Record documentation.
 - f. Sustainable design closeout documentation.
 - g. Software.
 - i. Keying.
- 4. Maintenance Material Submittals include:
 - a. Spare parts.
 - b. Extra stock materials.
 - c. Tools.
- 5. When type of submittal is not specified and is not included in the list above, request an interpretation from ENGINEER and ENGINEER will determine the type of submittal.

1.5 PROCEDURE FOR SUBMITTALS

- A. Submittal Identification System: Use the following submittal identification system, consisting of submittal number and review cycle number.
 - 1. Submittal Number: Shall be separate and unique number correlating to each individual submittal required. Assign submittal numbers as follows:
 - a. First part of submittal number shall be the applicable Specifications Section number, followed by a hyphen.
 - b. Second part of submittal number shall be a three-digit number (sequentially numbered from 001 through 999) assigned to each separate and unique submittal furnished under the associated Specifications Section.
 - c. Typical submittal number for the third submittal furnished for Section 40 05 19, Ductile Iron Process Pipe, would be "40 05 19-003".
 - 2. Review Cycle Number: Shall be a letter designation indicating the initial submittal or re-submittal associated with each submittal number:
 - a. "A" = Initial (first) submittal.
 - b. "B" = Second submittal (e.g., first re-submittal).
 - c. "C" = Third submittal (e.g., second re-submittal).
 - 3. Examples:

	Submittal Identification	
Example Description	Submittal No.	Review Cycle
Initial (first) review cycle of the third submittal	40 05 19-003-	A
provided under Section 40 05 19, Ductile Iron Process		

Pipe		
Second review cycle (first re-submittal) of third	40 05 19-003- B	
submittal provided under Section 40 05 19, Ductile		
Iron Process Pipe		

B. Letter of Transmittal for Submittals:

- 1. Furnish separate letter of transmittal with each submittal. Each submittal shall be for one Specifications Section.
- 2. At beginning of each letter of transmittal, include a reference heading indicating: CONTRACTOR's name, OWNER's name, Project name, Contract designation, transmittal number, and submittal number.
- 3. For submittals with proposed deviations from requirements of the Contract Documents, letter of transmittal shall specifically describe each proposed variation.

C. Contractor's Review and Stamp:

- 1. Contractor's Review: Before transmitting submittals to ENGINEER, review submittals to:
 - a. ensure proper coordination of the Work;
 - b. determine that each submittal is in accordance with CONTRACTOR's desires;
 - c. verify that submittal contains sufficient information for ENGINEER to determine compliance with the Contract Documents.
- 2. Incomplete or inadequate submittals will be returned without review.
- 3. Contractor's Stamp and Signature:
 - a. Each submittal furnished shall bear CONTRACTOR's stamp of approval and signature, as evidence that submittal has been reviewed by CONTRACTOR and verified as complete and in accordance with the Contract Documents.
 - b. Submittals without CONTRACTOR's stamp and signature will be returned without review. Signatures that appear to be computer-generated will be regarded as unsigned and the associated submittal will be returned without review.
 - c. CONTRACTOR's stamp shall contain the following:

"Project Name: _	
Contractor's Nam	e:
	ion:
Date:	
	Reference
Submittal Title: _	
Specifications:	
Section:	
Page No.:	

Paragraph No.:		
Drawing No.:	of	
Location of Work:		
Submittal No. and Review Coordinated by Contractor wi	•	
I hereby certify that the Contract Documents relative		•
Approved for Contractor by:		"

D. Submittal Marking and Organization:

- 1. Mark on each page of submittal and each individual component submitted with submittal number and applicable Specifications paragraph.
- 2. Arrange submittal information in same order as requirements are written in the associated Specifications Section.
- 3. Each Shop Drawing sheet shall have title block with complete identifying information satisfactory to ENGINEER.
- 4. Package together submittals for the same Specifications Section. Do not furnish required information piecemeal.

E. Electronic Submittals:

- 1. Format: Electronic files shall be in "portable document format" (.PDF). Files shall be electronically searchable.
- 2. Organization and Content:
 - a. Each electronic submittal shall be one file; do not divide individual submittals into multiple files each.
 - b. When submittal is large or contains multiple parts, furnish PDF file with bookmark for each section of submittal.
 - c. Content shall be identical to printed submittal. First page of electronic submittal shall be CONTRACTOR's letter of transmittal.
- 3. Quality and Legibility: Electronic submittal files shall be made from the original and shall be clear and legible. Do not submit scans of faxed copies. Electronic file shall be full size of original, printed documents. Properly orient all pages for reading on a computer screen.
- 4. Provide sufficient Internet service and e-mail capability for CONTRACTOR's use in transferring electronic submittals, receiving responses to electronic submittals, and associated electronic correspondence. Check not less than once per day for distribution of electronic submittals, electronic responses ot submittal, and electronic correspondence related to submittals.

1.5 ENGINEER'S REVIEW

- A. Timing: ENGINEER's review will conform with timing indicated in the Schedule of Submittals accepted by ENGINEER.
- B. Submittals not required by the Contract Documents will not be reviewed by ENGINEER and will not be recorded in ENGINEER's submittal log. All printed copies of such submittals will be returned to CONTRACTOR. Electronic copies of such submittals, if any, will not be retained by ENGINEER.
- C. Action Submittals, Results of ENGINEER's Review: Each submittal will be given one of the following dispositions by ENGINEER:
 - 1. Approved: Upon return of submittal marked "Approved", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents.
 - 2. Approved as Corrected: Upon return of submittal marked "Approved as Corrected", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, and in accordance with the corrections indicated in the ENGINEER's submittal response.
 - 3. Approved as Corrected Resubmit: Upon return of submittal marked "Approved as Corrected Resubmit", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, and in accordance with corrections indicated in ENGINEER's submittal response. Furnish to ENGINEER record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.
 - 4. Revise and Resubmit: Upon return of submittal marked "Revise and Resubmit", make the corrections indicated and re-submit to ENGINEER for approval.
 - 5. Not Approved: This disposition indicates material or equipment that cannot be approved. "Not Approved" disposition may also be applied to submittals that are incomplete. Upon return of submittal marked "Not Approved", repeat initial submittal procedure utilizing approvable material or equipment, with a complete submittal clearly indicating all information required.
- D. Informational Submittals, Results of ENGINEER's Review:
 - 1. Each submittal will be given one of the following dispositions:
 - a. Accepted: Information included in submittal complies with the applicable requirements of the Contract Documents, and is acceptable. No further action by CONTRACTOR is required relative to this submittal, and the

- Work covered by the submittal may proceed, and materials and equipment with submittals with this disposition may be shipped or operated, as applicable.
- b. Not Accepted: Submittal does not indicate compliance with applicable requirements of the Contract Documents and is not acceptable. Revise submittal and re-submit to indicate acceptability and compliance with the Contract Documents.
- E. Closeout Submittals, Results of ENGINEER's Review: Dispositions and meanings are the same as specified for Informational Submittals. When acceptable, Closeout Submittals will not receive a written response from ENGINEER. Disposition as "accepted" will be recorded in ENGINEER's submittal log. When Closeout Submittal is not acceptable, ENGINEER will provide written response to CONTRACTOR.
- F. Maintenance Material Submittals, Results of ENGINEER's Review: Dispositions and meanings are the same as specified for Informational Submittals. When acceptable, Maintenance Material Submittals will not receive a written response from ENGINEER. Disposition as "accepted" will be recorded in ENGINEER's submittal log. When Maintenance Material Submittal is not acceptable, ENGINEER will provide written response to CONTRACTOR, and CONTRACTOR is responsible for costs associated with transporting and handling of maintenance materials until compliance with the Contract Documents is achieved.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SECTION 01 35 23

SAFETY REQUIREMENTS

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. This Section augments the requirements elsewhere in the Contract Documents regarding CONTRACTOR's responsibilities for safety and protection and includes requirements for CONTRACTOR's safety representative and other safety requirements applicable to the Project.
- 2. CONTRACTOR shall provide labor, materials, tools, equipment, training, certifications, protective measures, and incidentals shown, specified, and required to comply with CONTRACTOR's obligations under the Contract for safety and protection of personnel and property.

B. Coordination:

1. When multiple contractors are working at the Site, CONTRACTOR shall communicate to each other contractor, OWNER, ENGINEER, and other entities working at the Site those elements of CONTRACTOR's safety program with which such other entities are to comply.

1.2 QUALITY ASSURANCE

A. Oualifications:

- 1. CONTRACTOR's Safety Representative:
 - a. ENGINEER's acceptance of CONTRACTOR's safety representative's qualifications does not in any way mitigate or relieve CONTRACTOR of CONTRACTOR's safety obligations under the Contract Documents.
 - b. CONTRACTOR's safety representative shall possess not less than five years of experience serving as the safety representative on projects similar to or larger in size than this Contract, and for type(s) of construction similar in nature to the Work.
 - c. CONTRACTOR's safety representative shall be experienced in the types of Work to be performed under the Contract and shall be experienced with safety precautions, procedures, and equipment appropriate for the safe performance of the Work.
 - d. Prior to the Effective Date of the Contract, shall have successfully completed a 30-hour OSHA Construction Safety and Health training course, and a 40-hour OSHA Hazardous Materials training course, and training for confined space entry.
 - e. CONTRACTOR's safety representative shall be completely experienced with and knowledgeable of all applicable health and safety Laws and Regulations and with good safety practices, and shall ensure compliance with such Laws and Regulations and practices at the Site.

1.3 SAFETY REPRESENTATIVE RESPONSIBILITIES

A. General:

- 1. CONTRACTOR's safety representative shall be at the Site full-time when Work is in progress. When CONTRACTOR employs multiple shifts, furnish more than one safety representative as necessary.
- 3. CONTRACTOR's safety representative shall have appropriate space at the Site to maintain and keep available safety records, up-to-date copies of pertinent safety Laws and Regulations, Material Data Sheets, CONTRACTOR's site-specific health and safety plan, copies of OWNER's health and safety requirements with which CONTRACTOR shall comply, and the Site safety plan including information concerning foreseeable emergency conditions, and emergency contact information as required in Article 1.5 of this Section.

B. CONTRACTOR's safety representative's responsibilities include:

- 1. Duties and responsibilities in accordance with the General Conditions.
- 2. CONTRACTOR's safety representative shall coordinate with CONTRACTOR's "competent person" required under Laws and Regulations.
- 3. CONTRACTOR's safety representative shall attend progress meetings in accordance with Section 01 31 19.23, Progress Meetings.
- 4. Schedule and conduct safety meetings and safety training programs as required by Laws and Regulations, CONTRACTOR's Site-specific health and safety plan (SSHASP), and good safety practices. Include in the SSHASP a specific schedule (dates) of such meetings and an outline of materials to be covered. Advise ENGINEER prior to the time and place of such meetings. Invite OWNER's personnel to meetings. Instruct CONTRACTOR's employees (and Subcontractors, Suppliers with personnel at the Site, and others for whom CONTRACTOR is responsible) on recognition of hazards, observance of precautions, of the contents of the SSHASP and other safety programs with which CONTRACTOR shall comply, and use of personal protective equipment (PPE) and safety equipment.
- 5. Determine that operators of specific construction equipment (and permanent equipment used for construction operations) are qualified by training and experience before such personnel are allowed to operate such equipment.
- 6. Develop and implement emergency response procedures, including names, locations, and contact telephone numbers for emergency services and medical assistance as indicated in requirements for the emergency contact list in Article 1.5 of this Section.
- 7. Post appropriate notices regarding health and safety Laws and Regulations at locations at the Site and CONTRACTOR's office that afford maximum exposure to personnel.
- 8. Post appropriate instructions and warning signs in regard to all hazardous areas and hazardous conditions that cannot be eliminated. Identification of such areas shall be based on experience, site surveillance, and severity of the associated hazard. Signage shall not be used in place of appropriate workplace controls.
- 9. Provide appropriate orientation to employees, visitors, Subcontractors, and

- Supplier personnel at the Site.
- 10. Perform all related tasks necessary to achieve the highest degree of safety that the nature of the Work allows.

1.5 EMERGENCY CONTACT INFORMATION

- A. CONTRACTOR shall submit list of emergency contact information for 24-hour use throughout the Project. Emergency contact information shall be updated and kept current throughout the Project. If personnel or contact information change, furnish updated emergency contact information list at the next progress meeting.
- B. CONTRACTOR's list of emergency contact information shall include:
 - 1. CONTRACTOR's project manager's office, field office, cellular, and home telephone numbers.
 - 2. CONTRACTOR's Site superintendent's office, field office, cellular, and home telephone numbers.
 - 3. CONTRACTOR's foreman's field office, cellular (if available), and home telephone numbers.
 - 4. CONTRACTOR's safety representative's office, cellular, and home telephone numbers.
 - 5. Major Subcontractors' and Suppliers' office, cellular, and home telephone numbers of project manager and foreman (when applicable).

1.6 SAFETY EQUIPMENT

A. General:

- 1. CONTRACTOR shall provide proper safety and rescue equipment, adequately maintained and readily available, for any foreseeable contingency.
- 2. Such equipment shall include items such as safety ropes and harnesses, fall-prevention devices, stretchers, water safety devices, oxygen breathing apparatus, resuscitators, gas detectors, oxygen deficiency indicators, combustible gas detectors, fire extinguishers and first-aid equipment in accordance with the Division 01 Specifications, and similar equipment.
- 3. Keep safety equipment in protected areas. Check safety equipment at scheduled intervals.

B. Safety Equipment Log:

- 1. Maintain a log indicating the person who checked the equipment, when equipment was checked, and that equipment was acceptable.
- 2. Update equipment log not less-often than monthly.
- 3. Include in safety representative's onsite records copies of equipment calibration records.
- C. Provide replacement safety equipment when primary safety equipment is unavailable due to use or when undergoing maintenance.
- D. Personal Protective Equipment (PPE):

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- 1. All persons entering the work areas shall wear appropriate PPE required for the particular area.
- 2. Remove from the Site any person failing to comply with this or any other safety requirement.
- 3. Continuously provide all necessary PPE for ENGINEER's employees, Resident Project Representative, and consultants. ENGINEER will furnish for ENGINEER's employees and consultants protective helmets (hard hats), safety eyewear, reflective vests, and hearing protection. CONTRACTOR shall furnish other equipment required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SECTION 01 51 05

TEMPORARY UTILITIES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all temporary utilities and temporary facilities required for the Project, including the following:
 - a. Lighting.
 - b. Water.
 - c. Sanitary facilities.
 - g. First-aid facilities.
 - h. Fire protection.
- 2. Make all arrangements with utility owners for temporary utilities and with others as appropriate for temporary facilities. Obtain required permits and approvals for temporary utilities and temporary facilities.
- 3. Pay all service costs for utilities and facilities indicated in this Section as CONTRACTOR's responsibility, including cost of electricity, water, fuel, and other utility services and temporary facilities required for the Work.
- 4. Continuously maintain adequate temporary utilities and temporary facilities for all purposes for the Project, until removal of temporary utilities and temporary facilities. At minimum, provide and maintain temporary utilities and temporary facilities through Substantial Completion and removal of temporary field offices and sheds unless otherwise approved in writing by ENGINEER.
- 5. Should OWNER occupy part of the Work prior to Substantial Completion of the entire Work, cost of utilities consumed via temporary utilities serving the portion occupied by OWNER will be shared proportionately by OWNER and CONTRACTOR as mutually agreed to by the parties.
- 6. Maintain, including cleaning, temporary utilities and temporary facilities, and continuously provide consumables as required.
- 7. Temporary utilities and temporary facilities shall be adequate for personnel using the Site and the needs of the Project.
- 8. Provide temporary utilities and temporary facilities in compliance with Laws and Regulations and, when applicable, requirements of utility owners.

1.2 REQUIREMENTS FOR TEMPORARY UTILITIES AND TEMPORARY FACILITIES

A. Lighting.

1. Provide lighting at the Site of not less than five foot-candles for open areas and not less than ten foot-candles for stairs and shops. Provide not less than one, 300-watt lamp every 15 feet in indoor work areas. Provide night security lighting of not less than five foot-candles within 50 feet of all parts of the Site during hours of darkness, controlled by photocell.

- 2. Do not work in areas with insufficient lighting. Where lighting is insufficient for the work activities to be performed, provide additional temporary lighting.
- 3. Provide temporary lighting sufficient for observation of the Work by ENGINEER and inspection by CONTRACTOR and authorities having jurisdiction. Where required by ENGINEER, provide additional temporary lighting.
- 4. Provide temporary lighting for ENGINEER's field office in accordance with Section 01 52 11, Engineer's Field Office.

B. Water:

1. General:

- a. Water will be provided by the City for pipeline testing. Provide temporary water facilities including piping, valves, meters if not provided by owner of existing waterline, backflow preventers, pressure regulators, and other appurtenances. Provide freeze-protection as required.
- b. Continuously maintain adequate water flow and pressure for all purposes during the Project, until removal of temporary water systems.

2. Water for Construction Purposes:

- a. Provide water for Site maintenance and cleaning and, water necessary for construction activities, and water for disinfecting and testing of systems.
- b. CONTRACTOR may use existing hose bibbs for short-term wash-downs and intermittent use of water for work areas in the existing building. Obtain consent of ENGINEER and OWNER if connections to existing hose bibbs and similar existing connections will be used for more than one day at a time.

C. First-aid Facilities.

- 1. Provide temporary first-aid stations at or immediately adjacent to the Site's work areas, and inside CONTRACTOR's temporary field office. Locations of first-aid stations shall be determined by CONTRACTOR's safety representative. Replenish supplies in first-aid stations as items are used, prior to expiration of items, and as necessary. Monitor and log inventory of supplies in first-aid stations in accordance with requirements for monitoring and logging safety equipment as indicated in Section 01 35 23, Safety Requirements.
- 2. Provide list of emergency telephone numbers at each hardwired telephone at the Site. List shall be in accordance with the list of emergency contact information required in Section 01 35 23, Safety Requirements.

1.3 USE OF OWNER'S SYSTEM

- A. Existing Utility Systems: Do not use systems in existing buildings or structures for temporary utilities without OWNER's written permission and mutually acceptable basis agreed upon by the parties for proportionate sharing of costs between OWNER and CONTRACTOR.
- B. Use of Permanent Utility Systems Provided Under the Project:

- 1. Permanent electrical, lighting, water, heating, ventilating, and fire protection systems and first-aid facilities may be used to provide temporary utilities and temporary facilities if the following are met:
 - a. Obtain OWNER's written permission to use permanent systems.
 - b. Permanent systems to be used for temporary utilities or temporary facilities shall be substantial complete, including complete functionality of all controls.
 - c. CONTRACTOR shall pay all costs while using permanent system, including operation, maintenance, replacement of consumables, and provide replacement parts.
- 2. Do not use the following permanent facilities:
 - a. Telephone and communication facilities.
 - b. Sanitary facilities.

PART 2 – PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for temporary utilities and temporary facilities may be new or used, but shall be adequate for purposes intended and shall not create unsafe conditions, and shall comply with Laws and Regulations.
- B. Provide required materials, equipment, and facilities, including piping, cabling, controls, and appurtenances.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install temporary utilities and temporary facilities in neat, orderly, manner, and make structurally, mechanically, and electrically sound throughout.
- B. Location of Temporary Utilities and Temporary Facilities:
 - 1. Locate temporary systems for proper function and service.
 - 2. Temporary systems shall not interfere with or provide hazards or nuisances to: the Work under this and other contracts, movement of personnel, traffic areas, materials handling, hoisting systems, storage areas, finishes, and work of utility owners and others.
 - 3. Do not install temporary utilities on the ground, with the exception of temporary extension cords, hoses, and similar systems in place for short durations.
- C. Modify and extend temporary systems as required by progress of the Work.

3.2 USE

- A. Maintain temporary systems to provide safe, continuous service as required.
- B. Properly supervise operation of temporary systems:
 - 1. Enforce compliance with Laws and Regulations.
 - 2. Enforce safe practices.
 - 3. Prevent abuse of services.
 - 4. Prevent nuisances and hazards caused by temporary systems and their use.
 - 5. Prevent damage to finishes.
 - 6. Ensure that temporary systems and equipment do not interrupt continuous progress of construction.
- C. At end of each work day, check temporary systems and verify that sufficient consumables are available to maintain operation until work is resumed at the Site. Provide additional consumables if the supply on hand is insufficient.

3.3 REMOVAL

- A. Completely remove temporary utilities, temporary facilities, equipment, and materials when no longer required. Repair damage caused by temporary systems and their removal and restore the Site to condition required by the Contract Documents; if restoration of damaged areas is not specified, restore to preconstruction condition.
- B. Where temporary utilities are disconnected from existing utility, provide suitable, watertight or gastight (as applicable) cap or blind flange, as applicable, on service line, in accordance with requirements of utility owner.
- C. Where permanent utilities and systems were used for temporary utilities, upon Substantial Completion replace all consumables such as filters and light bulbs and parts used during the Work.

SECTION 01 51 41

TEMPORARY PUMPING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. This Section includes requirements for temporary pumping at facilities, such as treatment plants and pumping stations.
- 2. CONTRACTOR shall provide all labor, materials, tools, equipment, and incidentals shown, specified, and required for temporary pumping and handling of fluids during the Project.
- 3. Design, provide, and maintain temporary pumping systems, including plugs, bulkheads, and line stops as required; pumps; piping, supports, and valves; temporary instrumentation and control systems; fuel and electricity; personnel; and appurtenances. Comply with Laws and Regulations and requirements of authorities having jurisdiction. System shall be suitable for its service and operating environment.
- 4. Required capacity of temporary pumping systems is specified in Section 01 14 16, Coordination with Owner's Operations. Provide temporary pumping system of required capacity with not less than the largest pump out of service.
- 5. Location of the temporary pumping system shall not affect OWNER's or facility manager's operations and access at the Site, and public access to streets and drives, unless approved by ENGINEER and authorities having jurisdiction.

B. Coordination:

1. Review installation procedures under other Sections and coordinate Work that will be performed with or before Work specified in this Section.

C. Related Sections:

- 1. Section 01 11 13 Summary of Work.
- 2. Section 01 14 16, Coordination with Owner's Operations.

1.2 QUALITYASSURANCE

A. Qualifications:

- 1. Temporary Pumping System Supplier:
 - a. Supplier shall have not less than five years of experience providing temporary pumping systems similar in size or larger than those required for the Project.
 - b. Upon request, submit evidence of providing not less than five temporary pumping systems on other projects similar in size (or larger) and similar in service to temporary pumping systems required for the Project.

B. Component Supply and Compatibility:

1. Obtain each temporary pumping system from a single Supplier who shall be responsible for providing a complete system.

C. Regulatory Requirements:

- 1. Secondary containment for fuel tanks shall be in accordance with Laws and Regulations. Include temporary fuel tanks in spill prevention control and countermeasures evaluation and plan required in Section 01 35 44, Spill Prevention Control and Countermeasures Plan.
- 2. Leakage from temporary pumping system or improper discharge is not allowed.
- 3. Quality of exhaust emissions from internal-combustion engines associated with temporary pumping systems shall comply with Laws and Regulations, including applicable air permits. Before furnishing temporary pumping system, verify compliance with air quality standards and provide temporary emissions controls to comply with such standards when required.

1.3 SUBMITTALS

A. Timing: Furnish to ENGINEER submittals for temporary pumping system not less than 30 days prior to delivery of temporary pumping system to the Site.

B. Action Submittals: Submit the following:

- 1. Temporary Pumping System Submittal: Submit the following for each temporary pumping system:
 - a. System curve of flow plotted against total dynamic head, and calculations that substantiate the proposed temporary pumping system, including comparison of net positive suction head required and net positive suction head available.
 - b. Manufacturer's data and specifications on each type and size of pump proposed and its capacity, including pump curves.
 - c. Manufacturer's data and specifications for engines and other equipment required for temporary pumping system, including expected exhaust emissions data.
 - d. Technical information and specifications on noise controls for noiseemitting equipment.
 - d. Technical data on temporary piping, pipe joints, valves, pipe supports, controls, flow meter, secondary containment for fuel tanks, emissions controls when required, and other information pertinent to the temporary pumping system.
 - e. Layout Drawings:
 - 1) Sketches showing proposed layout of temporary pumping system, including locations of temporary plugs, bulkheads, and line stops; suction and discharge locations; location of pumps and associated piping and valves; and source of power for temporary pumping system. Sketches shall include site plans similar to those in the Contract Documents.
 - 2) Details of system suction and discharge locations.

- 3) Where temporary lines will be buried, submit trench details. Submit sketches and information on other types of protection proposed for temporary piping.
- f. Narrative describing proposed operation of temporary pumping system, including who will operate system, staffing, planned frequency of fueling, contingency plan in event of pump failure, and statement of existing systems that may be affected during operation of temporary pumping system.

C. Informational Submittals: Submit the following:

- 1. Schedule for Temporary Pumping for Facilities:
 - a. Schedule for each temporary pumping system. Include dates of mobilizing each temporary pumping system, testing, starting and ending dates of temporary pumping, and demobilizing each temporary pumping system.
- 2. Qualifications Statements:
 - a. Qualifications of temporary pumping system Supplier.

PART 2 – PRODUCTS

2.1 TEMPORARY PUMPING SYSTEM

A. General:

- 1. System components shall be suitable for continuous operation with the fluid pumped.
- 2. Noise Controls: Provide noise controls for temporary pumping system. Noise emitted from temporary pumping system shall comply with Laws and Regulations and shall not exceed 70 db at a distance of thirty feet from noise source.
- 3. The temporary pumps shall be diesel driven and one in operation and one standby and each shall be capable of pumping 1250 gpm at 12 feet of Total Dynamic Head.

B. Instrumentation and Controls:

1. Controls: Provide controls for temporary pumping system in accordance with Section 01 14 16, Coordination with Owner's Operations.

C. Temporary Piping System:

- 1. Piping shall be steel, ductile iron, high density polyethylene, or other material accepted by ENGINEER, and suitable for system operating pressures. Aluminum piping and PVC piping not mechanically restrained are not allowed. Durable hoses can be used only for short sections and with acceptance by ENGINEER.
- 2. Piping system shall have watertight joints of the following types: fused joints, restrained couplings, flanged coupling adapters, quick-connects by Camlok or equal, flanged joints, grooved and shouldered end-type couplings, and other watertight joints accepted by ENGINEER.
- 3. Size discharge piping for flow velocity of not more than 10 feet per second.

- 4. Provide check valves or approved pump control valves as required.
- 5. Provide air valves on discharge piping as required. Air valves shall expel air upon pipe filling and admit air upon pipe dewatering, and release small quantities of entrained air during operation. Air valves shall be suitable for service with the pumped fluid.
- 6. Discharge from temporary pumping system shall not adversely affect the existing process or facilities. Provide energy-dissipating measures at discharge point as necessary.

D. Temporary Plugs, Bulkheads, and Line Stops:

- 1. Acceptable temporary plugs and bulkheads include inflatable dams specifically designed for such service, brick bulkheads, timber bulkheads, sandbags, and other bulkhead methods suitable for the service and conduit conditions. Line stops, where required, are specified in Division 40 of the Contract Documents.
- 2. Each plug, temporary bulkhead, and line stop shall be suitable for the maximum pressure encountered.
- 3. Where temporary plugs and bulkheads are under pressure or surcharged, provide either two plugs or a plug and temporary bulkhead.

PART 3 – EXECUTION

3.1 PREPARATION

A. General:

- 1. Temporary piping shall be located as shown on the plans or shall be off of roads, driveways, and sidewalks.
- 2. Where required for OWNER's access to and operation of existing facilities, bury temporary piping that would otherwise inhibit access to processes, buildings, structures, streets, and driveways. In paved areas, provide temporary surfacing, sufficient for AASHTO H-20 wheel loads over buried temporary piping.
- 3. Hydrostatic Testing of Temporary Piping System:
 - a. Perform successful hydrostatic testing of temporary piping system using clean water at pressure equal to 1.2 times highest expected system operating pressure, for one hour while maintaining test pressure within 3.0 psig of required test pressure.
 - b. ENGINEER will witness hydrostatic test.
 - c. Hydrostatic test criteria for acceptance: No leakage.
- 4. Verify that entire temporary pumping system is ready for operation before commencing shutdown of OWNER's operations, facility, or systems. Verify that temporary pumping system controls and flow meter are properly connected and functional.

3.2 TEMPORARY PUMPING

A. During Operation of the Temporary Pumping System:

1. Temporary pumping system shall operate continuously and coordinated with OWNER's operation. In the event of equipment failure, immediately make repairs or replace equipment. Provide spare parts and redundant units as necessary for continuous operation.

3.3 DEMOBILIZATION

- A. Upon Conclusion of Temporary Pumping:
 - 1. Remove plugs, bulkheads, and line stops in manner that allows flow to slowly return to normal, without surging, surcharging, and adverse effects on existing system.
 - 2. Flush out temporary pumping system with clean water discharged to an appropriate location.
 - 3. Remove temporary pumping system and appurtenances from the Site.
 - 4. When CONTRACTOR has obtained permit(s) for temporary pumping from authorities having jurisdiction, furnish written notice to such authorities that temporary pumping has been completed.

SECTION 01 65 00

PRODUCT DELIVERY REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. This Section includes general requirements for preparing for shipping, delivering, and handling materials and equipment to be incorporated into the Work.
- 2. CONTRACTOR shall make all arrangements for transporting, delivering, and handling of materials and equipment required for prosecution and completion of the Work.
- 3. When required, move stored materials and equipment without changes to the Contract Price or Contract Times.

1.2 SUBMITTALS

A. Refer to individual Specifications Sections for submittal requirements relative to delivering and handling materials and equipment.

1.3 PREPARING FOR SHIPMENT

- A. When practical, factory-assemble materials and equipment. Mark or tag separate parts and assemblies to facilitate field-assembly. Cover machined and unpainted parts that may be damaged by the elements or climate with strippable, protective coating.
- B. Package materials and equipment to facilitate handling, and protect materials and equipment from damage during shipping, handling, and storage. Mark or tag outside of each package and crate to indicate the associated purchase order number, bill of lading number, contents by name, OWNER's contract designation, CONTRACTOR name, equipment number, and approximate weight. Include complete packing lists and bills of materials with each shipment.
- C. Protect materials and equipment from exposure to the elements and damage by climate, and keep thoroughly dry and dust-free at all times. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Lubricate bearings and other items requiring lubrication in accordance with manufacturer's instructions.

D. Advance Notification of Shipments:

1. Keep ENGINEER informed of delivery of all materials and equipment to be incorporated in the Work.

E. Do not ship materials and equipment until:

1. Related Shop Drawings, Samples, and other submittals required by the Contract Documents have been approved or accepted (as applicable) by ENGINEER,

- including, but not necessarily limited to, all Action Submittals associated with the materials and equipment being delivered.
- 2. Manufacturer's instructions for handling, storing, and installing the associated materials and equipment have been submitted to and accepted by ENGINEER in accordance with the Specifications.
- 3. Results of source quality control testing (factory testing), when required by the Contract Documents for the associated materials or equipment, have been submitted to and accepted by ENGINEER.
- 4. Facilities required for handling materials and equipment in accordance with the Contract Documents and manufacturer's instructions are in place and available.
- 5. Required storage facilities have been provided.

1.4 DELIVERY

A. Scheduling and Timing of Deliveries:

- 1. Arrange deliveries of materials and equipment in accordance with the Progress Schedule accepted by ENGINEER and in ample time to facilitate inspection and observation prior to installation.
- 2. Schedule deliveries to minimize space required for and duration of storage of materials and equipment at the Site or other delivery location, as applicable.
- 3. Coordinate deliveries to avoid conflicting with the Work and conditions at Site, and to accommodate the following:
 - a. Work of other contractors and OWNER.
 - b. Storage space limitations.
 - c. Availability of equipment and personnel for handling materials and equipment.
 - d. OWNER's use of premises.
- 4. Deliver materials and equipment to the Site during regular working hours.
- 5. Deliver materials and equipment to avoid delaying the Work and the Project, including work of other contractors, as applicable. Deliver anchor system materials, including anchor bolts to be embedded in concrete or masonry, in ample time to avoid delaying the Work.

B. Deliveries:

- 1. Shipments shall be delivered with CONTRACTOR's name, Subcontractor's name (if applicable), Site name, Project name, and contract designation (example: "ABC Construction Co., City of Happy Beach, Idaho, Wastewater Treatment Plant Primary Clarifier Improvements, Contract 25, General Construction") clearly marked.
- 2. Site may be listed as the "ship to" or "delivery" address; but OWNER shall not be listed as recipient of shipment unless otherwise directed in writing by ENGINEER.
- 3. Provide CONTRACTOR's telephone number to shipper; do not provide OWNER's telephone number.
- 4. Arrange for deliveries while CONTRACTOR's personnel are at the Site. CONTRACTOR shall receive and coordinate shipments upon delivery. Shipments delivered to the Site when CONTRACTOR is not present will be refused by OWNER, and CONTRACTOR shall be responsible for the associated delays and additional costs, if incurred.

C. Containers and Marking:

- 1. Have materials and equipment delivered in manufacturer's original, unopened, labeled containers.
- 2. Clearly mark partial deliveries of component parts of materials and equipment to identify materials and equipment, to allow easy accumulation of parts, and to facilitate assembly.

D. Inspection of Deliveries:

- 1. Immediately upon delivery, inspect shipment to verify that:
 - a. Materials and equipment comply with the Contract Documents and approved or accepted (as applicable) submittals.
 - b. Ouantities are correct.
 - c. Materials and equipment are undamaged and of the required quality.
 - d. Containers and packages are intact and labels are legible.
 - e. Materials and equipment are properly protected.
- 2. Promptly remove damaged materials and equipment from the Site and expedite delivery of new, undamaged materials and equipment, and remedy incomplete or lost materials and equipment. Furnish materials and equipment in accordance with the Contract Documents, to avoid delaying progress of the Work.
- 3. Advise ENGINEER in writing when damaged, incomplete, or defective materials and equipment are delivered, and advise ENGINEER of the associated impact on the Progress Schedule.

1.5 HANDLING OF MATERIALS AND EQUIPMENT

- A. Provide equipment and personnel necessary to handle materials and equipment, including those furnished by OWNER, by methods that prevent soiling or damaging materials and equipment and packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring, and otherwise damaging materials and equipment and surrounding surfaces.
- C. Handle materials and equipment by methods that prevent bending and overstressing.
- D. Lift heavy components only at designated lifting points.
- E. Handle materials and equipment in safe manner and as recommended by the manufacturer to prevent damage. Do not drop, roll, or skid materials and equipment off delivery vehicles or at other times during handling. Hand-carry or use suitable handling equipment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SECTION 01 66 00

PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. This Section includes general requirements for storing and protecting materials and equipment.
- 2. CONTRACTOR shall provide all labor, materials, tools, equipment, and incidentals to store and handle materials and equipment to be incorporated into the Work, and other materials and equipment at the Site.

1.2 STORAGE

A. Store and protect materials and equipment in accordance with manufacturer's recommendations and the Contract Documents.

B. General:

- 1. CONTRACTOR shall make all arrangements and provisions necessary for, and pay all costs for, storing materials and equipment.
- 2. Excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed to avoid injuring the Work and existing facilities and property, and so that free access is maintained at all times to all parts of the Work and to public utility installations in vicinity of the Work.
- 3. Store materials and equipment neatly and compactly in locations that cause minimum inconvenience to OWNER, facility manager, other contractors, public travel, and owners, tenants, and occupants of adjoining property.
- 4. Arrange storage in manner to allow easy access for inspection by ENGINEER and Resident Project Representative (RPR).

C. Storage Location:

1. Areas available at the Site for storing materials and equipment are shown or indicated in the Contract Documents, or as acceptable to ENGINEER.

2. Restrictions:

- a Do not store materials or equipment in structures being constructed unless approved by ENGINEER in writing.
- b. Do not use lawns or other private property for storage without written permission of the owner or other person in possession or control of such premises.

D. Protection of Stored Materials:

1. Store materials and equipment to become OWNER's property to ensure preservation of quality and fitness of the Work, including proper protection

- against damage by freezing, and moisture; temperature and humidity inside crates, containers, storage sheds, and packaging may be significantly higher than the outdoor ambient air temperature.
- 2. Store in indoor, climate-controlled storage areas all materials and equipment subject to damage by moisture, humidity, heat, cold, and other elements, unless otherwise acceptable to OWNER.
- 3. When placing orders to Suppliers for equipment and controls containing computer chips, electronics, and solid-state devices, CONTRACTOR shall obtain, coordinate, and comply with specific temperature and humidity limitations on materials and equipment, because temperature inside cabinets and components stored in warm temperatures can approach 200 degrees F.
- 4. CONTRACTOR shall be fully responsible for loss or damage (including theft) to stored materials and equipment.
- 5. Do not open manufacturer's containers until time of installation, unless recommended by the manufacturer or otherwise specified in the Contract Documents.
- 6. Comply with requirements of Article 1.3 of this Section.

1.3 PROTECTION – GENERAL

- A. Equipment to be incorporated into the Work shall be boxed, crated, or otherwise completely enclosed and protected during shipping, handling, and storage, in accordance with Section 01 65 00, Product Delivery Requirements.
- B. Store all materials and equipment off the ground (or floor) on raised supports such as skids or pallets.
- C. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Painted equipment surfaces that are damaged or marred shall be repainted in their entirety in accordance with equipment manufacturer and paint manufacturer requirements, to the satisfaction of ENGINEER.
- D. Protect electrical equipment, controls, and instrumentation against moisture, water damage, humidity, heat, cold, and dust. Space heaters provided in equipment shall be connected and operating at all times until equipment is placed in operation and permanently connected.

1.4 UNCOVERED STORAGE

- A. The following types of materials may be stored outdoors without cover on supports so there is no contact with the ground:
 - 1. Reinforcing steel.
 - 2. Precast concrete materials.
 - 3. Structural steel.
 - 4. Metal stairs.
 - 5. Handrails and railings.
 - 6 Grating.
 - 7. Checker plate.
 - 8. Metal access hatches.

- 9. Castings.
- 10. Fiberglass items.
- 11. Rigid electrical conduit, except PVC-coated conduit.
- 12. Piping, except PVC or chlorinated PVC (CPVC) pipe.

1.5 COVERED STORAGE

- A. The following materials and equipment may be stored outdoors on supports and completely covered with covering impervious to water:
 - 1. Grout and mortar materials.
 - 2. Soil materials and granular materials such as aggregate.
 - 3. PVC pipe.
- B. Tie down covers with rope, and install covering properly sloped to prevent accumulation of water.
- C. Store loose granular materials, with covering impervious to water, in well-drained area or on solid surfaces to prevent mixing with foreign matter.

1.6 FULLY PROTECTED STORAGE

- A. Store all material and equipment not indicated in Articles 1.4 and 1.5 of this Section on supports in buildings or trailers that have concrete or wooden flooring, roof, and fully-closed walls on all sides. Covering with visquine plastic sheeting or similar material in space without floor, roof, and walls is unacceptable. Comply with the following:
 - 1. Provide heated storage for materials and equipment that could be damaged by low temperatures or freezing.
 - 2. Provide air-conditioned storage for materials and equipment that could be damaged by high temperatures or humidity.
 - 3. Protect mechanical and electrical equipment from being contaminated by dust, dirt, and moisture.
 - 4. Maintain humidity at levels recommended by manufacturers for electrical and electronic equipment.

1.7 HAZARDOUS MATERIALS AND EQUIPMENT

A. Prevent contamination of personnel, storage areas, and the Site. Comply with Laws and Regulations, manufacturer's instructions, Section 01 35 43.13, Environmental Procedures for Hazardous Materials, and other provisions of the Contract Documents.

1.8 MAINTENANCE OF STORAGE

- A. On a scheduled basis, periodically inspect stored materials and equipment to ensure that:
 - 1. Condition and status of storage facilities is adequate to provide required storage conditions.

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- 2. Required environmental conditions are maintained on continuing basis.
- 3. Materials and equipment exposed to elements are not adversely affected.

1.9 RECORDS

A. Keep up-to-date account of materials and equipment in storage to facilitate preparation of Applications for Payment, if the Contract Documents provide for payment for materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SECTION 01 73 24

CONNECTIONS TO EXISTING FACILITIES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. This Section includes requirements for connections to existing facilities. Requirements for tie-ins and shutdowns necessary to complete the Work are in Section 01 14 16, Coordination with Owner's Operations.
- 2. CONTRACTOR shall provide labor, materials, tools, equipment, and incidentals shown, specified, and required for performing connections to existing facilities.

B. Coordination:

1. Review installation procedures under other Sections and coordinate Work that will be performed with or before the Work specified in this Section.

C. Related Sections:

- 1. Section 01 14 16, Coordination with Owner's Operations.
- 2. Section 01 51 41, Temporary Pumping.
- 3. Section 01 73 29, Cutting and Patching.

D. General:

- 1. Requirements for shutdowns, tie-ins, and other provisions on connections to existing facilities, are indicated in Section 01 14 16, Coordination with Owner's Operations.
- 2. Requirements for temporary pumping for connections to existing facilities are in Section 01 14 16, Coordination with Owner's Operations, and Section 01 51 41, Temporary Pumping.
- 3. Requirements for cutting and patching are in Section 01 73 29, Cutting and Patching.
- 4. To extent possible, materials, equipment, systems, piping, and appurtenances that will be placed into service upon completion of connection to existing facilities shall be checked, successfully tested, and in condition for operation prior to making connections to existing facilities, if valves, gates, or similar watertight and gastight isolation devices are not provided at the connection point.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. This Section includes general requirements for cutting and patching Work.
- 2. CONTRACTOR shall perform cutting and coring, and rough and finish patching of holes and openings in existing construction.
- 3. Provide cutting, coring, fitting and patching, including attendant excavation and fill, required to complete the Work, and to:
 - a. remove and replace defective Work;
 - b. remove samples of installed Work as specified or required for testing;
 - c. remove construction required to perform required alterations or additions to existing construction;
 - d. uncover the Work for ENGINEER's observation of covered Work, testing or inspection by testing entities, or observation by authorities having jurisdiction;
 - e. connect to completed Work not performed in proper sequence;
 - f. remove or relocate existing utilities and piping that obstruct the Work in locations where connections are to be made;
 - g. make connections or alterations to existing or new facilities.

1.2 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Cutting and Patching Request:
 - a. Submit written request to ENGINEER, well in advance of executing cutting or alteration that affects one or more of the following:
 - 1) Design function or intent of Project.
 - 2) Work of OWNER or other contractors.
 - 3) Structural value or integrity of an element of the Project.
 - 4) Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 5) Efficiency, operational life, maintenance, or safety of operational elements.
 - 6) Visual qualities of sight-exposed elements.
 - b. Request shall include:
 - 1) Identification of Project and Contract designation.
 - 2) Description of affected Work of CONTRACTOR and work of others (if any).
 - 3) Necessity for cutting.
 - 4) Effect on work or operations of OWNER, other contractors (if any), and on structural or weatherproof integrity of Project.

- 5) Description of proposed Work, describing: scope of cutting and patching; trades who will be executing the Work; materials and equipment to be used; extent of refinishing; schedule of operations; alternatives to cutting and patching, if any, and net effect on aesthetics following completion of finishing Work.
- 7) Designation of entity responsible for cost of cutting and patching, when applicable.
- 8) Written permission of other prime contractors (if any) whose work will or may be affected.
- 2. Recommendation Regarding Cutting and Patching:
 - a. Should conditions of work or schedule indicate a change of materials or methods, submit written recommendation to ENGINEER including:
 - 1) Conditions indicating change.
 - 2) Recommendations for alternative materials or methods.
 - 3) Items required with request for approval of substitute, in accordance with the substitution request requirements of the Contract Documents.

3. Product Data:

- a. Submit manufacturer's data for the protective compound to be applied to core-drilled surfaces and cut concrete surfaces.
- b. When not required under other Sections, submit manufacturer's data on materials to be used for finishing around the cut or patched area.
- c. Furnish submittals for patching materials under the associated Specifications Section.
- B. Informational Submittals: Submit the following:
 - 1. Written Notification of Cutting and Patching:
 - a. Submit written indication designating the day and time that the construction associated with cutting and patching will be uncovered to allow for observation. Do not begin cutting or patching operations until submittal is accepted by ENGINEER.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials - General:

- 1. Use materials that comply with the Contract Documents.
- 2. If not shown or indicated in the Contract Documents, use materials that are identical to existing materials affected by cutting and patching Work.
- 3. For exposed surfaces, use materials that visually match existing adjacent surfaces to fullest extent possible. If identical materials are unavailable or cannot be used, use materials whose installed performance will equal or surpass that of existing materials.
- 4. Replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, using materials that do not void required or existing warranties.

- B. Compound Applied to Core-Drilled Surfaces and Cut Concrete Surfaces:
 - 1. After core-drilling and before installing the utility or equipment through the penetration, coat exposed concrete and steel with solvent-free, two-component, protective, epoxy resin coating.
 - 2. Color shall approximate the finish color of the existing surface to be coated.
 - 3. Product and Manufacturer: Provide one of the following:
 - a. Sikagard 62, by Sika Corporation.
 - b. Or equal.

PART 3 – EXECUTION

3.1 GENERAL

A. Perform cutting and coring in such manner that limits extent of patching required.

B. Structural Elements:

1. Do not cut or patch structural elements in manner that would change the element's structural load-carrying capacity as load deflection ratio.

C. Operating Elements:

- 1. Do not cut or patch operating elements in manner that would reduce their capacity to perform as intended.
- 2. Do not cut or patch operating elements or related components in manner that would increase maintenance requirements or decrease operational life or safety.
- D. Replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, using methods that do not void required or existing warranties.

3.2 INSPECTION

- A. Examine surfaces to be cut or patched, and conditions under which cutting or patching will be performed before starting cutting or patching Work.
- B. Report unsatisfactory or questionable conditions to ENGINEER in writing. Do not proceed with cutting or patching Work until unsatisfactory conditions are corrected.

3.3 PREPARATION

- A. Provide temporary support required to maintain structural integrity of facilities, to protect adjacent work from damage during cutting, and to support the element(s) to be cut.
- B. Protection of Existing Construction during Cutting and Patching:
 - 1. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project and facility that will be exposed during cutting and patching operations.

- 2. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- 3. Do not cut existing pipe, conduit, ductwork, or other utilities serving facilities scheduled to be removed or relocated until provisions have been made to bypass them.

3.4 CORING

A. Use core-drilling to make penetrations through concrete and masonry walls, slabs, or arches, unless otherwise accepted by ENGINEER in writing.

B. Coring:

- 1. Perform coring with non-impact rotary tool using diamond core-drills. Size holes for pipe, conduit, sleeves, equipment or mechanical seals, as required, to be installed through the penetration.
- 2. Do not core-drill through electrical conduit or other utilities embedded in walls or slabs without approval of ENGINEER. To extent possible, avoid cutting reinforcing steel in slabs and walls.

C. Protection:

- 1. Protect existing equipment, utilities, and adjacent areas from water and other damage caused by or resulting from core-drilling operations.
- 2. After core-drilling and before installing the utility or equipment through the penetration, coat exposed concrete and steel with protective coating material indicated in Paragraph 2.1.B of this Section. Apply protective coating in accordance with manufacturer's instructions.

D. Cleaning:

1. After core-drilling, vacuum or otherwise remove slurry and tailings from the work area.

3.5 CUTTING

A. Cutting – General:

- 1. Cut existing construction using methods least-likely to damage elements retained and adjoining construction and that provide proper surfaces to receive subsequent installation or repair.
- 2. In general, use hand tools or small power tools suitable for sawing or grinding. When possible, avoid using hammering and avoid chopping.
- 3. Cut holes and slots as small as possible, neatly to the size required, and with minimum disturbance of adjacent surfaces.
- 4. Prior to starting cutting, provide adequate bracing of area to be cut.
- 5. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed side.
- 6. Provide equipment of adequate size to remove the cut panel or "coupon".
- 7. Provide temporary covering over cut openings where not in use.

B. Cutting – Concrete and Masonry:

- 1. Cut through concrete and masonry using concrete wall saw with diamond saw blades.
- 2. On both of the element being cut, provide for control of slurry generated during sawing.
- 3. After cutting concrete and before installing subsequent construction on or through the opening, coat exposed concrete and steel with protective coating material indicated in Paragraph 2.1.B of this Section. Apply protective coating in accordance with manufacturer's instructions.

3.6 PATCHING

A. Patching – General:

- 1. Patch construction by filling, repairing, refinishing, closing-up, and similar operations following performance of other Work.
- 2. Patch with durable seams that are as inconspicuous as possible. Provide materials and comply with installation requirements indicated in the Contract Documents.
- 3. Patch to provide airtight and watertight connections to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- 4. Where feasible, test patched areas to demonstrate integrity of installation.

B. Restoration:

- 1. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in manner that eliminates evidence of patching and refinishing.
- 2. For continuous surfaces, refinish to nearest intersection.
- 3. For an assembly, refinish the entire unit that was patched.
- 4. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.7 CLEANING

A. Cleaning and Restoration:

- 1. Clean areas and spaces where cutting, coring, or patching were performed.
- 2. Clean piping, conduit, and similar constructions before applying paint or other finishing materials.
- 3. Restore damaged coverings of pipe and other utilities to original condition.

+ + END OF SECTION + +

SECTION 01 74 05

CLEANING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. This Section includes requirements for keeping the Site free of accumulations of waste materials during construction ("progress cleaning") and cleaning for Substantial Completion and prior to final inspection (collectively, "closeout cleaning").
- 2. CONTRACTOR shall perform cleaning during the Project, including progress cleaning, upon completion of the Work, and as required by the General Conditions, as may be modified by the Supplementary Conditions, and this Section.
- 3. Maintain in a clean manner the Site, the Work, and areas adjacent to or affected by the Work.

1.2 REFERENCES

A. Standards referenced in this Section are:

1. NFPA 241, Safeguarding Construction, Alteration, and Demolition Operations.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PROGRESS CLEANING

A. General:

- Clean the Site, work areas, and other areas occupied by CONTRACTOR not less than weekly. Dispose of materials in accordance with the General Conditions, as may be modified by the Supplementary Conditions, and the following:
 - a. Comply with NFPA 241 for removing combustible waste materials and debris.
 - b. Do not hold non-combustible materials at the Site more than three days if the temperature is expected to rise above 80 degrees F. When temperature is less than 80 degrees F, dispose of non-combustible materials within seven days of their generation.
 - c. Provide suitable containers for storage of waste materials and debris.
 - d. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately.

B. Site:

- 1. Keep outdoor, dust-generating areas wetted down or otherwise control dust emissions.
- 2. Not less than weekly, brush-sweep roadways and paved areas at the Site that are used by construction vehicles or otherwise affected by construction activities.

C. Work Areas:

- 1. Clean areas where the Work is in progress to maintain the extent of cleanliness necessary for proper execution of the Work.
- 2. Remove liquid spills promptly. Immediately report spills to OWNER, ENGINEER, and authorities having jurisdiction, in accordance with the Contract Documents and Laws and Regulations.
- 3. Where dust would impair proper execution of the Work, broom-clean or vacuum entire work area, as appropriate.
- 4. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

D. Installed Work:

- 1. Keep installed Work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of material or equipment installed, using only cleaning agents and methods specifically recommended by material or equipment manufacturer. If manufacturer does not recommend specific cleaning agents or methods, use cleaning agents and methods that are not hazardous to health and property and that will not damage exposed surfaces.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until Substantial Completion.

F. Cutting and Patching:

- 1. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, trailings and cuttings, and similar materials.
- 2. Thoroughly clean piping, conduits, and similar features before applying patching material, paint, or other finishing materials. Restore damaged coverings on piping, ducting, and similar items to its pre-construction condition.
- G. Cleaning of Hydraulic Structures: Clean hydraulic structures that will contain fluid, such as tanks and channels, in accordance with this Section and Section 01 45 53, Cleaning, Testing, and Disinfecting Hydraulic Structures.

H. Waste Disposal:

- 1. Properly dispose of waste materials, surplus materials, debris, and rubbish off the Site
- 2. Do not burn or bury rubbish and waste materials at the Site.
- 3. Do not discharge volatile or hazardous substances, such as mineral spirits, oil, or paint thinner, into storm sewers or sanitary sewers.
- 4. Do not discharge wastes into surface waters or drainage routes.

- 5. CONTRACTOR is solely responsible for complying with Laws and Regulations regarding storing, transporting, and disposing of waste generated by CONTRACTOR's operations or brought to the Site by CONTRACTOR.
- I. During handling and installation of materials and equipment, clean and protect construction in progress and adjoining materials and equipment already in place. Apply protective covering where required for protection from damage or deterioration, until Substantial Completion.
- J. Clean completed construction as frequently as necessary throughout the construction period.

3.2 CLOSEOUT CLEANING

- A. Complete the following prior to requesting inspection for Substantial Completion:
 - 1. Clean and remove from the Site rubbish, waste material, debris, and other foreign substances.
 - 2. Sweep paved areas broom-clean. Remove petrochemical spills, stains, and other foreign deposits.
 - 3. Hose-clean sidewalks and loading areas.
 - 4. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 5. Leave surface waterways, drainage routes, storm sewers, and gutters open and clean.
 - 6. Repair pavement, roads, sod, and other areas affected by construction operations and restore to specified condition; if condition is not specified, restore to pre-construction condition.
 - 7. Clean exposed exterior and interior hard-surfaced finishes to dirt-free condition, free of spatter, grease, stains, fingerprints, films, and similar foreign substances.
 - 8. Clean, wax, and polish wood, vinyl, and painted floors.
 - 9. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, and similar spaces.
 - 10. In unoccupied spaces, sweep concrete floors broom-clean.
 - 11. Clean transparent materials, including mirrors and glazing in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - 12. Remove non-permanent tags and labels.
 - 13. Surface Finishes:
 - a. Touch-up and otherwise repair and restore chipped, scratched, dented or otherwise marred surfaces to specified finish and match adjacent surfaces.
 - b. Do not paint over "UL" or similar labels, including mechanical and electrical nameplates.
 - 14. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint, and mortar droppings, and other foreign substances.

- 15. Clean plumbing fixtures to sanitary condition, free of stains, including stains resulting from water exposure.
- 16. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- 17. Clean lighting fixtures, lamps, globes, and reflectors to function with full efficiency. Replace temporary lamps provided in permanent fixtures. Replace existing lighting fixture components that are burned out or noticeably dimmed from use during construction. Replace defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- 18. Leave the Site clean, and in neat, orderly condition, satisfactory to OWNER and ENGINEER.
- B. Complete the following prior to requesting final inspection:
 - 1. Following completion of the Work on the "punch list" of Work uncompleted at Substantial Completion, clean in accordance with Paragraph 3.2.A of this Section.

+ + END OF SECTION + +

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

<u>PART 1 – GENERAL</u>

1.1 DESCRIPTION

A. Scope:

- This Section includes requirements for Project record documents, to supplement the requirements of the General Conditions, as may be modified by the Supplementary Conditions.
- 2. CONTRACTOR shall provide all labor, materials, equipment, and services to maintain and submit to ENGINEER Project record documents in accordance with the Contract Documents.

B. Maintenance of Record Documents:

- Maintain in CONTRACTOR's field office, in clean, dry, legible condition, complete sets of the following record documents: Drawings, Specifications, and Addenda; Shop Drawings, Samples, and other CONTRACTOR submittals, including records of test results, approved or accepted as applicable, by ENGINEER; Change Orders, Work Change Directives, Field Orders, copies of all interpretations and clarifications issued, photographic documentation, survey data, and all other documents pertinent to the Work.
- 2. Provide files and racks for proper storage and easy access to record documents. File record documents in accordance with the edition of the Construction Specification Institute's *MasterFormat*TM used for organizing the Project Manual, unless otherwise accepted by ENGINEER.
- 3. Promptly make record documents available for observation and review upon request of ENGINEER or OWNER. Requirements for review of record documents status as a condition precedent to progress payments is in Section 01 29 73, Schedule of Values
- 4. Do not use record documents for any purpose other than serving as Project record. Do not remove record documents from CONTRACTOR's field office without ENGINEER's approval.

1.2 SUBMITTALS

A. Closeout Submittals: Submit the following:

- 1. Record Documents:
 - a. Submit the following Project record documents:
 - 1) Drawings.
 - 2) Project Manual including Specifications and Addenda (bound).
 - b. Prior to readiness for final payment, submit to ENGINEER one copy of Project's final record documents and obtain ENGINEER's acceptance of same. Submit complete record documents; do not make partial submittals.
 - c. Submit both printed record documents and electronic record documents.
 - d. Submit record documents with transmittal letter on CONTRACTOR letterhead in accordance with requirements in Section 01 33 00, Submittal Procedures.
- 2. Certifications:

a. Record documents submittal shall include certification, with original signature of official authorized to execute legal agreements on behalf of CONTRACTOR, reading as follows:

"[Insert Contractor's corporate name] has maintained and submitted Project record documentation in accordance with the Section 01 78 39, Project Record Documents, and other elements of Contract Documents, for the City of Tampa, Florida, David L. Tippin Water Treatment Facility Sludge Piping Replacement Project. We certify that each record document submitted is complete, accurate, and legible relative to the Work performed under our Contract, and that the record documents comply with the requirements of the Contract Documents.

[Provide signature, print name, print signing party's corporate title, and date]"

1.3 RECORDING CHANGES

A. Recording Changes – General:

- At the start of the Project, label each record document to be submitted as, "PROJECT RECORD" using legible, printed letters. Letters on record copy of the Drawings shall be two inches high.
- 2. Keep record documents current consistent with the progress of the Work. Make entries on record documents within two working days of receipt of information required to record the change.
- 3. Do not permanently conceal the Work until required information has been recorded for Project record documents.
- 4. Accuracy of record documents shall be such that future searches for items shown on the record documents may rely reasonably on information obtained from ENGINEER-accepted record documents.
- 5. Marking of Entries:
 - a. Use erasable, colored pencils (not ink or indelible pencil) for marking changes, revisions, additions, and deletions to record documents.
 - b. Clearly describe the change by graphic line and make notations as required. Use straight-edge to mark straight lines. Writing shall be legible and sufficiently dark to allow scanning of record documents into legible electronic files in portable document format (".PDF").
 - c. Date each entry on record documents.
 - d. Indicate changes by drawing a "cloud" around the change(s) indicated.
 - e. Mark initial revisions in red. In the event of overlapping changes, use different colors for subsequent changes.

B. Drawings:

- 1. Record changes on copy of the Drawings. Submittal of CONTRACTOR-originated or -produced drawings as a substitute for recording changes on a copy of the Drawings is unacceptable.
- 2. Record changes on plans, sections, elevations, schematics, schedules, and details as required for clarity, making reference dimensions and elevations (to Project datum) for complete record documentation.

- 3. Record actual construction including:
 - a. Depths of various elements of foundation relative to Project datum.
 - b. Horizontal and vertical location of Underground Facilities referenced to permanent surface improvements and project elevation datum. For each Underground Facility, including pipe fittings, show and indicate dimensions to not less than two permanent, visible surface improvements.
 - c. Location of exposed utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure and, where applicable, to Project elevation datum.
 - d. Changes in structural and architectural elements of the Work, including changes in reinforcing.
 - e. Field changes of dimensions, arrangements, and details.
 - f. Changes made in accordance with Addenda, Change Orders, Work Change Directives, and Field Orders.
 - g. Changes in details on the Drawings. Submit additional details prepared by CONTRACTOR when required to document such changes.
- 4. Recording Changes for Schematic Layouts:
 - a. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items are shown schematically and are not intended to portray physical layout. For such cases, the final physical arrangement shall be determined by CONTRACTOR subject to acceptance by ENGINEER.
 - b. Record on the Project record documents all revisions to schematics on the Drawings, including: piping schematics, ducting schematics, process and instrumentation diagrams, control and circuitry diagrams, electrical one-line diagrams, motor control center layouts, and other schematics when included in the Drawings. Show and indicate actual locations of equipment, lighting fixtures, in-place grounding system, and other pertinent data.
 - c. When dimensioned plans and dimensioned sections or elevations on the Drawings show the Work schematically, indicate on the record documents, by dimensions accurate to within one inch in the field, centerline location of items of Work such as conduit, piping, ducts, and similar items
 - 1) Clearly identify each item of the Work by accurate notations such as "cast iron drain", "rigid electrical conduit", "copper waterline", and similar descriptions.
 - 2) Show by symbol or by note the vertical location of each item of the Work; for example, "embedded in slab", "under slab", "in ceiling plenum", "exposed", and similar designations. For piping not embedded, also indicate elevation dimension relative to Project elevation datum.
 - 3) Descriptions shall be sufficiently detailed to be related to the Specifications.
 - d. ENGINEER may furnish written waiver of requirements relative to schematic layouts shown on plans, sections, and elevations when, in ENGINEER's judgment, dimensioned layouts of Work shown schematically will serve no useful purpose. Do not rely on such waiver(s) being issued.
- 5. Supplemental Drawings:
 - a. In some cases, drawings produced during construction by ENGINEER or CONTRACTOR supplement the Drawings and shall be included with Project record documents submitted by CONTRACTOR. Supplemental record drawings shall include drawings or sketches that are part of Change Orders,

- Work Change Directives, and Field Orders and that cannot be incorporated into the Drawings because of space limitations.
- b. Supplemental drawings submitted with record drawings shall be integrated with the Drawings and include necessary cross-references between drawings. Supplemental record drawings shall be on sheets the same size as the Drawings.
- c. When supplemental drawings developed by CONTRACTOR using computer-aided drafting/design (CADD) software are to be included in record drawings, submit electronic files for such drawings as part of record drawing submittal. Submit electronic files on compact disc labeled, "Supplemental Record Drawings", including CONTRACTOR's name, Project name, and Contract designation.

C. Specifications and Addenda:

- 1. Mark each Specifications Section to record:
 - a. Manufacturer, trade name, catalog number, and Supplier of each material and equipment item actually provided.
 - b. Changes made by Addendum, Change Orders, Work Change Directives, and Field Orders.

1.4 ELECTRONIC FILES FURNISHED BY ENGINEER

- A. CADD files of the Drawings will be furnished by ENGINEER upon the following conditions:
 - 1. CONTRACTOR shall submit to ENGINEER a letter on CONTRACTOR letterhead requesting CADD files of the Drawings and indicating specific definition(s) or description(s) of how such files will be used, and specific description of benefits to OWNER (including credit proposal, if applicable) if the request is granted.
 - 2. CONTRACTOR shall execute ENGINEER's standard agreement for release of electronic files and shall abide by the provisions of such agreement for release of electronic files.
 - 3. Layering system incorporated in CADD files shall be maintained as transmitted by ENGINEER. CADD files transmitted by ENGINEER containing cross-referenced files shall not be bound by CONTRACTOR. Drawing cross-references and paths shall be maintained. If CONTRACTOR alters layers or cross-reference files, CONTRACTOR shall restore all layers and cross-references prior to submitting record documents to ENGINEER.
 - 4. CONTRACTOR shall submit record drawings to ENGINEER in same CADD format that files were furnished to CONTRACTOR.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 02 41 00

DEMOLITION

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified and required for demolition, removal, and disposal Work.
- 2. The Work under this Section includes, but is not necessarily limited to:
 - a. Demolition and removal of existing materials and equipment as shown or indicated in the Contract Documents. The Work includes demolition of existing sludge piping and fittings, paving, curbs, sidewalks, and similar existing facilities.
 - b. Demolition and removal of all Underground Facilities underneath, and above-grade piping and utilities in, the area shown or indicated for demolition, unless the Underground Facilities or above-grade facilities are shown or indicated as to remain.
- 3. Demolitions and removals specified under other Sections shall comply with requirements of this Section.
- 4. Perform demolition Work within areas shown or indicated.
- 5. Pay all costs associated with transporting and, as applicable, disposing of materials and equipment resulting from demolition.

B. Coordination:

- 1. Coordinate with Owner's operations prior to commencement of any demolition work.
- 2. Review procedures under this and other Sections and coordinate the Work that will be performed with or before demolition and removals.

C. Related Sections:

1. Section 33 11 00, Clearing and Grubbing.

1.2 QUALITY ASSURANCE

A. Regulatory Requirements:

- 1. Demolition, removal, and disposal Work shall be in accordance with 29 CFR 1926.850 through 29 CFR 1926.860 (Subpart T Demolition), and all other Laws and Regulations.
- 2. Comply with requirements of authorities having jurisdiction.

1.3 SUBMITTALS

1. Notification of Intended Demolition Start: Submit in accordance with Paragraph 3.1.A of this Section.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

A. Notification:

1. At least 48 hours prior to commencing demolition or removal, notify OWNER in writing of planned start of demolition Work. Do not start removals without permission of OWNER.

B. Protection of Surrounding Areas and Facilities:

- 1. Perform demolition and removal Work in manner that prevents damage and injury to property, structures, occupants, the public, and facilities. Do not interfere with use of, and free and safe access to and from, structures and properties.
- 2. Closing or obstructing of roads, drives, sidewalks, and passageways adjacent to the Work is not allowed unless indicated otherwise in the Contract Documents. Conduct the Work with minimum interference to vehicular and pedestrian traffic.
- 3. Provide temporary barriers, lighting, sidewalk sheds, and other necessary protection.
- 4. Repair damage to facilities that are to remain.

3.2 DEMOLITION – GENERAL

A. Locate construction equipment used for demolition Work and remove demolished materials and equipment to avoid imposing excessive loading on supporting and adjacent walls, floors, framing, facilities, and Underground Facilities.

B. Pollution Controls:

- 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit emissions of dust and dirt to lowest practical level.
- 2. Do not use water when water may create hazardous or objectionable conditions such as icing, flooding, or pollution.
- 3. Clean adjacent structures, facilities, properties, and improvements of dust, dirt, and debris caused by demolition Work.

F. Demolition of Site Improvements:

- 1. Pavement, Sidewalks, Curbs, and Gutters: Demolition of asphalt or concrete pavement, sidewalks, curbs, and gutters, as applicable, shall terminate at cut edges. Edges shall be linear and have a vertical cut face.
- 2. Fencing, Guardrails, and Bollards: Remove to the limits shown or indicated on the Drawings. Completely remove below-grade posts and concrete.
- 3. Manholes, Vaults, Chambers, and Handholes: Remove to the limits shown or indicated on the Drawings.

- 4. Underground Facilities Other than Manholes, Vaults, Chambers, and Handholes: Remove to the extent shown or indicated on the Drawings. Unless otherwise shown or indicated, cap ends of piping to remain in place in accordance with the "Mechanical Removals" Article in this Section.
- 5. Landscaping: Comply with Section 33 11 00, Clearing and Grubbing.

G. Salvage and Ownership:

- 1. Refer to Section 01 11 13, Summary of Work, for requirements on salvage, ownership, and handling of equipment and materials removed during demolition and removal Work.
- 2. Materials and equipment to remain OWNER's property shall be carefully removed and appropriately handled by CONTRACTOR to avoid damage and invalidation of warranties in effect, and shall be cleaned and stored at the Site (or other site specified in the Contract Documents) at place designated by ENGINEER or OWNER.

3.6 DISPOSAL OF DEMOLITION DEBRIS

A. Remove from the Site all debris, waste, rubbish, and material resulting from demolition operations and equipment used in demolition Work.

B. Transportation and Disposal:

1. Non-hazardous Material: Properly transport and dispose of non-hazardous demolition debris at appropriate landfill or other suitable location, in accordance with Laws and Regulations. Non-hazardous material does not contain Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other material designated as hazardous in Laws and Regulations.

+ + END OF SECTION + +

SECTION 03 00 05

CONCRETE

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install concrete, reinforcing, and related materials.
- 2. The Work includes:
 - a. Providing concrete consisting of portland cement, fine and coarse aggregates, water, and approved admixtures; combined, mixed, transported, placed, finished, and cured.
 - b. Fabricating and placing reinforcing, including ties and supports.
 - c. Design, erection, and removal of formwork.
 - d. Building into the concrete all sleeves, frames, anchorage devices, inserts, and other items required to be embedded in concrete.

B. Coordination:

1. Review installation procedures under other Sections and coordinate installation of items to be installed in the concrete Work.

C. Classifications of Concrete:

- 1. Class "A" concrete shall be steel-reinforced and includes all concrete unless otherwise shown or indicated.
- 2. Class "B" concrete shall be placed without forms or with simple forms, with little or no reinforcing and includes the following:
 - a. Concrete fill.
 - b. Duct banks.
 - c. Unreinforced encasements.
 - d. Curbs and gutters.
 - e. Sidewalks.

1.2 REFERENCES

A. Standards referenced in this Section are:

- 1. ACI 224R, Control of Cracking in Concrete Structures.
- 2. ACI 301, Specifications for Structural Concrete for Buildings.
- 3. ACI 304R, Guide for Measuring, Mixing, Transporting and Placing Concrete.
- 4. ACI 305R, Specification for Hot Weather Concreting.
- 5. ACI 306R, Cold Weather Concreting.
- 6. ACI 309R, Guide for Consolidation of Concrete.
- 7. ACI 318, Building Code Requirements for Structural Concrete and Commentary.
- 8. ACI 347, Guide to Formwork for Concrete.
- 9. ASTM C31/C31M, Practice for Making and Curing Concrete Test Specimens in the Field.
- 10. ASTM C33/C33M, Specification for Concrete Aggregates.

- 11. ASTM C39/C39M, Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- 12. ASTM C42/C42M, Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- 13. ASTM C94/C94M, Specification for Ready-Mixed Concrete.
- 14. ASTM C138/C138M, Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
- 15. ASTM C143/C143M, Test Method for Slump of Hydraulic-Cement Concrete.
- 16. ASTM C150/C150M, Specification for Portland Cement.
- 19. ASTM C172, Practice for Sampling Freshly Mixed Concrete.
- 20. ASTM C231, Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
- 21. ASTM C260, Specification for Air-Entraining Admixtures for Concrete.
- 22. ASTM C494/C494M, Specification for Chemical Admixtures for Concrete.
- 23. ASTM C579, Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
- 24. ASTM C1064/C1064M, Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.

1.3 QUALITY ASSURANCE

A. Laboratory Trial Batch:

- 1. Employ independent testing laboratory experienced in design and testing of concrete materials and mixes to perform material evaluation tests and to design concrete mixes.
- 2. Each concrete mix design specified shall be verified by laboratory trial batch, unless indicated otherwise.
- 3. Perform the following testing on each trial batch:
 - a. Aggregate gradation for fine and coarse aggregates.
 - b. Slump.
 - c. Air content.
 - d. Compressive strength based on three cylinders each tested at seven days and at 28 days.
- 4. Submit for each trial batch the following information:
 - a. Project identification name and number (if applicable).
 - b. Date of test report.
 - c. Complete identification of aggregate source of supply.
 - d. Tests of aggregates for compliance with the Contract Documents.
 - e. Scale weight of each aggregate.
 - f. Absorbed water in each aggregate.
 - g. Brand, type, and composition of cementitious materials.
 - h. Brand, type, and amount of each admixture.
 - i. Amounts of water used in trial mixes.
 - j. Proportions of each material per cubic yard.
 - k. Gross weight and yield per cubic yard of trial mixtures.
 - 1. Measured slump.
 - m. Measured air content.

n. Compressive strength developed at seven days and 28 days, from not less than three test cylinders cast for each seven day and 28-day test, and for each design mix.

1.4 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Shop Drawings:
 - a. List of concrete materials and concrete mix designs proposed for use. Include results of tests performed to qualify the materials and to establish the mix designs. Do not start laboratory trial batch testing until this submittal is approved by ENGINEER.
 - b. Laboratory Trial Batch Reports: Submit laboratory test reports for concrete cylinders, materials, and mix design tests.
 - c. Concrete placement drawings showing the location and type of all joints.
 - d. Drawings for fabricating, bending, and placing concrete reinforcing. Comply with ACI SP-66. For walls and masonry construction, provide elevations to a minimum scale of 1/4-inch to one foot. Show bar schedules, stirrup spacing, adhesive dowels, splice lengths, diagrams of bent bars, arrangements, and assemblies, as required for fabricating and placing concrete reinforcing.

2. Product Data:

a. Manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures and bonding agents.

B. Informational Submittals: Submit the following:

- 1. Delivery Tickets: Copies of all delivery tickets for each load of concrete delivered to or mixed at the Site. Each delivery tickets shall contain the information in accordance with ASTM C94/C94M along with project identification name and number (if any), date, mix type, mix time, quantity and amount of water introduced.
- 2. Site Quality Control Submittals:
 - a. Report of testing results for testing of field concrete cylinders for each required time period. Submit within 24 hours after completion of associated test. Test report shall include results of all testing required at time of sampling.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Transportation, Delivery, and Handling:

- 1. Deliver concrete reinforcing products to Site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings on approved Shop Drawings.
- 2. Materials used for concrete shall be clean and free from foreign matter during transportation and handling, and kept separate until measured and placed into concrete mixer.
- 3. Implement suitable measures during hauling, piling, and handling to ensure that segregation of coarse and fine aggregate particles does not occur and grading is not affected.
- 4. Deliver grout materials from manufacturers in unopened containers that bear intact manufacturer labeling.

5. Comply with Section 01 65 00, Product Delivery Requirements.

B. Storage:

- Store formwork materials above ground on framework or blocking. Cover wood for forms and other accessory materials with protective, waterproof covering. Provide for adequate air circulation or ventilation under cover.
- 2. Store concrete reinforcing materials to prevent damage and accumulation of dirt and excessive rust. Store on heavy wood blocking so that reinforcing does not come into contact with the ground. Space framework or blocking supports to prevent excessive deformation of stored materials.
- 3. Store concrete joint materials on platforms or in enclosures or covered to prevent contact with ground and exposure to weather and direct sunlight.
- 4. For storage of concrete materials, provide bins or platforms with hard, clean surfaces.
- 5. Comply with Section 01 66 00, Product Storage and Handling Requirements.

PART 2 – PRODUCTS

2.1 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type II.
- B. Aggregates: ASTM C33/C33M.
 - 1. Fine Aggregate: Clean, sharp, natural sand free of loam, clay, lumps, and other deleterious substances. Dune sand, bank run sand, and manufactured sand are unacceptable.
 - 2. Coarse Aggregate:
 - a. Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter.
 - b. Coarse aggregate shall comply with the following:
 - 1) Crushed stone, processed from natural rock or stone.
 - 2) Washed gravel, either natural or crushed. Slag, pit gravel, and bank-run gravel are not allowed.
 - c. Coarse Aggregate Size: ASTM C33/C33M, Nos. 57 or 67, unless otherwise approved by ENGINEER.
- C. Water: Clean, potable.
- D. Admixtures:
 - 1. Air-Entraining Admixture: ASTM C260.
 - 2. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 3. Water Reducing and Set-Adjusting Admixtures: ASTM C494/C494M, Types D and E.
 - 4. High Range Water-Reducing Admixture: ASTM C494/C494M, Type F/G.
 - 5. Use only admixtures that have been tested and approved in the mix designs.
 - 6. Do not use calcium chloride or admixtures containing chloride ions.

2.2 CONCRETE MIX

A. General:

- 1. Normal weight: 145 pounds per cubic foot.
- 2. Use air-entraining admixture in all concrete. Provide not less than four percent, nor more than eight percent, entrained air for concrete exposed to freezing and thawing, and provide from three to five percent entrained air for other concrete.
- B. Proportioning and Design of Class "A" Concrete Mix:
 - 1. Minimum compressive strength at 28 days: 4,500 psi.
 - 2. Maximum water-cement ratio by weight: 0.42.
 - 3. Minimum cement content: 564 pounds per cubic yard.
- C. Proportioning and Design of Class "B" Concrete Mix:
 - 1. Minimum compressive strength at 28 days: 3,000 psi.
 - 2. Maximum water-cement ratio by weight: 0.50.
 - 3. Minimum cement content: 517 pounds per cubic yard.

D. Slump Limits:

- 1. Proportion and design mixes to result in concrete slump at point of placement of not less than one inch and not more than four inches.
- 2. When using high-range water reducers, slump prior to addition of admixture shall not exceed three inches. Slump after adding admixture shall not exceed eight inches at point of placement.

E. Adjustment of Concrete Mixes:

- Concrete mix design adjustments may be requested by CONTRACTOR when warranted by characteristics of materials, Site conditions, weather, test results, or other, similar circumstances.
- 2. Submit for ENGINEER's approval laboratory test data for adjusted concrete mix designs, including compressive strength test results.
- 3. Implement adjusted mix designs only after ENGINEER's approval.
- 4. Adjustments to concrete mix designs shall not result in additional costs to OWNER.

2.3 FORM MATERIALS

- A. Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection. CONTRACTOR shall be responsible for designing the formwork system to resist all applied loads including pressures from fluid concrete and construction loads.
- B. Smooth Form Surfaces: Acceptable panel-type to provide continuous, straight, smooth, ascast surfaces in accordance with ACI 301.
- C. Unexposed Concrete Surfaces: Material to suit project conditions.
- D. Provide 3/4-inch chamfer at all external corners. Chamfer is not required at re-entrant corners unless otherwise shown or indicated.

E. Form Ties:

- 1. Provide factory-fabricated, removable, or snap-off metal form ties, that prevent form deflection and prevent spalling of concrete surfaces upon removal. Materials used for tying forms are subject to approval of ENGINEER.
- 2. Unless otherwise shown or indicated, provide ties so that portion remaining within concrete after removal of exterior parts is at least 1.5 inches from outer surface of concrete. Unless otherwise shown or indicated, provide form ties that, upon removal, will leave a uniform, circular hole not larger than one-inch diameter in the concrete surface.
- 3. Ties for exterior walls, below-grade walls, and walls subject to hydrostatic pressure shall be provided with waterstops.
- 4. Wire ties are unacceptable.

2.4 RELATED MATERIALS

A. Epoxy Bonding Agent:

- 1. Two-component epoxy resin bonding agent.
- 2. Products and Manufacturers: Provide one of the following:
 - a. Sikadur 32, Hi-Mod LPL, by Sika Corporation.
 - b. Eucopoxy LPL, by the Euclid Chemical Company.
 - c. Or equal.

B. Epoxy-Cement Bonding Agent:

- 1. Three-component blended epoxy resin-cement bonding agent.
- 2. Products and Manufacturers: Provide one of the following:
 - a. Sika Armatec 110 EpoCem, by Sika Corporation.
 - b. Duralprep A.C., by Euclid Chemical Company.
 - c. Or equal.

C. Preformed Expansion Joint Filler:

1. Provide preformed expansion joint filler complying with ASTM D1752, Type I (sponge rubber) or Type II (cork).

D. Joint Sealant and Accessories:

1. For joint sealants and accessories used on isolation joints, control joints, and expansion joints, refer to Section 07 92 00, Joint Sealants.

2.5 GROUT

A. Non-shrink Grout:

- 1. Pre-packaged, non-metallic, cementitious grout requiring only the addition of water at the Site.
- 2. Minimum 28-day Compressive Strength: 7,000 psi.
- 3. Products and Manufacturers: Provide one of the following:
 - a. NS Grout by Euclid Chemical Company.
 - b. Set Grout by Master Builders, Inc.
 - c. NBEC Grout by Five Star Products, Inc.
 - d. Or equal.

B. Epoxy Grout:

- 1. Pre-packaged, non-shrink, non-metallic, 100 percent solids, solvent-free, moisture-insensitive, three-component epoxy grouting system.
- 2. Minimum Seven-day Compressive Strength: 14,000 psi, when tested in accordance with ASTM C579.
- 3. Products and Manufacturers: Provide one of the following:
 - a. Euco High Strength Grout, by Euclid Chemical Company.
 - b. Sikadur 42, Grout Pak, by Sika Corporation.
 - c. Five Star Epoxy Grout, by Five Star Products, Inc.
 - d. Or equal.

C. Grout Fill:

- 1. Grout mix shall consist of cement, fine and coarse aggregates, water, and admixtures complying with requirements specified in this Section for similar materials in concrete.
- 2. Proportion and mix grout fill as follows:
 - a. Minimum Cement Content: 564 pounds per cubic yard.
 - b. Maximum Water-Cement Ratio: 0.45.
 - c. Maximum Coarse Aggregate size: 1/2-inch, unless otherwise indicated.
 - d. Minimum 28-day Compressive Strength: 4,000 psi.

PART 3 – EXECUTION

3.1 INSPECTION

A. CONTRACTOR shall examine the substrate and the conditions under which the Work will be performed and notify ENGINEER in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions are corrected.

3.2 FORMWORK

- A. Construct formwork in accordance with ACI 347 such that concrete members and structures are of correct size, shape, alignment, elevation, and position.
- B. Provide openings in formwork to accommodate the Work of other trades. Accurately place and securely support items required to be built into formwork.
- C. Clean and adjust forms prior to placing concrete. Apply form release agents or wet forms as required. Re-tighten forms during and after concrete placing, when required, to eliminate cement paste leaks.

D. Removing Formwork:

- 1. Comply with ACI 301 and ACI 347, except as otherwise indicated in the Contract Documents.
- 2. Do not remove formwork and shoring until supported concrete members have acquired minimum of 90 percent of specified compressive strength. Results of suitable quality control tests of field-cured specimens may be submitted to ENGINEER for review as evidence that concrete has attained sufficient strength for removal of supporting formwork and shoring prior to removal times indicated in the Contract Documents.

- 3. Removal time for formwork is subject to ENGINEER's acceptance.
- 4. Repair form tie-holes following in accordance with ACI 301.

3.3 CONCRETE PLACING

- A. Site Mixing: Use drum-type batch machine mixer, mixing not less than 1.5 minutes for one cubic yard or smaller capacity. Increase required mixing time by minimum of 15 seconds for each additional cubic yard or fraction thereof.
- B. Ready-Mixed Concrete: Comply with ASTM C94/C94M.
- C. Concrete Placing:
 - 1. Place concrete in a continuous operation within planned joints or sections in accordance with ACI 304R.
 - 2. Do not begin placing concrete until work of other trades affecting concrete is completed.
 - 3. Wet concrete and subgrade surfaces to saturated surface dry condition immediately prior to placing concrete.
 - 4. Deposit concrete as near its final location as practical to avoid segregation due to rehandling or flowing.
 - 5. Avoid separation of the concrete mixture during transportation and placing. Concrete shall not free-fall for distance greater than four feet during placing.
 - 6. Complete concrete placing within 90 minutes of addition of water to the dry ingredients.
- D. Consolidate placed concrete in accordance with ACI 309R using mechanical vibrating equipment supplemented with hand rodding and tamping, such that concrete is worked around placing and other embedded items and into all parts of formwork. Insert and withdraw vibrators vertically at uniformly-spaced locations. Do not use vibrators to transport concrete within the formwork. Vibration of formwork or placing is not allowed.
- E. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placing, and curing.
 - 1. In hot weather comply with ACI 305R.
 - 2. In cold weather comply with ACI 306R.

3.4 QUALITY OF CONCRETE WORK

- A. Make concrete solid, compact, smooth, and free of laitance, cracks, and cold joints.
- B. Concrete for liquid-retaining structures and concrete in contact with earth, water, or exposed directly to the elements shall be watertight.
- C. Cut out and properly replace to extent directed by ENGINEER, or repair to satisfaction of ENGINEER, surfaces that contain cracks or voids, are unduly rough, or are in defective in any way. Patches or plastering are unacceptable.
- D. Repair, removal and replacement of defective concrete directed by ENGINEER shall be at no additional cost to OWNER.

3.5 CURING

A. Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by using moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until formwork is removed. Provide protection, as required, to prevent damage to exposed concrete surfaces. Total curing period shall not be less than seven days. Curing methods and materials shall be compatible with scheduled finishes.

3.6 FINISHING

A. Slab Finish:

- 1. After placing concrete slabs, do not work the surface further until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently. Use a wood float only. Check and level surface plane to a tolerance not exceeding 1/4-inch in ten feet when tested with a ten foot straightedge placed on the surface at not less than two different angles. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, re-float the surface to a uniform, smooth, granular texture. Slab surfaces shall receive a float finish. Provide additional trowel finishing as required in this Section.
- 2. After floating, begin first trowel finish operation using power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over the surface.
- 3. Consolidate concrete surface by the final hand troweling operation. Finish shall be free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8-inch in ten feet when tested with a ten-foot straightedge. Grind smooth surface defects that would telegraph through applied floor covering system.
- 4. Use trowel finish for the following:
 - a. Interior exposed slabs, unless otherwise shown or indicated.
 - b. Apply non-slip broom finish, after troweling, to exterior concrete slab and elsewhere as shown.
- B. Apply chemical floor hardener to exposed interior concrete floor areas when cured and dry, in accordance with hardener manufacturer's instructions.

3.7 GROUT PLACING

- A. Place grout as shown and indicated, and in accordance with grout manufacturer's instructions and recommendations. If grout manufacturer's instructions conflict with the Contract Documents, notify ENGINEER and not proceed until obtaining ENGINEER's clarification.
- B. Dry-packing is not allowed, unless otherwise indicated.
- C. Manufacturers of proprietary grout materials shall make available upon 72 hours notice the services of qualified, full-time, factory-trained employee to aid in ensuring proper use of grout materials at the Site.

D. Placing grout shall comply with temperature and weather limitations described in Article 3.4 of this Section.

3.8 FIELD QUALITY CONTROL

- A. Site Testing Services:
 - 1. OWNER will employ testing laboratory to perform field quality control testing for concrete. ENGINEER will direct the testing requirements.
 - 2. Testing laboratory will provide all labor, material, and equipment required for sampling and testing concrete, including: scale, glass tray, cones, rods, molds, air tester, thermometer, and other incidentals required.
- B. Quality Control Testing During Construction:
 - 1. Perform sampling and testing for field quality control during concrete placing, as follows:
 - a. Sampling Fresh Concrete: ASTM C172.
 - b. Slump: ASTM C143/C143M; one test for each concrete load at point of discharge.
 - c. Concrete Temperature: ASTM C1064/C1064M; one for every two concrete loads at point of discharge, and when a change in the concrete is observed. Test each load when time from batching to placement exceeds 75 minutes.
 - d. Air Content: ASTM C231; one for every two concrete load at point of discharge, and when a change in the concrete is observed.
 - e. Unit Weight: ASTM C138/C138M; one for every two concrete loads at point of discharge, and when a change in the concrete is observed.
 - f. Compression Test Specimens:
 - 1) In accordance with ASTM C31/C31M, make one set of compression cylinders for each 50 cubic yards of concrete, or fraction thereof, of each mix design placed each day. Each set shall be four standard cylinders, unless otherwise directed by ENGINEER.
 - 2) Cast, store, and cure specimens in accordance with ASTM C31/C31M.
 - g. Compressive Strength Tests:
 - 1) In accordance with ASTM C39/C39M; one specimen tested at seven days, and three specimens tested at 28 days.
 - 2) Concrete that does not comply with strength requirements will be considered as defective Work.
 - h. Within 24 hours of completion of test, testing laboratory will transmit certified copy of test results to CONTRACTOR and ENGINEER.
 - i. When there is evidence that strength of in-place concrete does not comply with the Contract Documents, CONTRACTOR shall employ the services of concrete testing laboratory to obtain cores from hardened concrete for compressive strength determination. Cores and tests shall comply with ASTM C42/C42M.

+ + END OF SECTION + +

SECTION 31 20 00

EARTH MOVING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals required to perform all excavating, filling, and grading, and disposing of earth materials as shown, specified, and required for construction of structures, Underground Facilities, roads, and other facilities required to complete the Work.
- 2. Preparation of subgrade for slabs and pavements is included under this Section.
- 3. No classification of excavated materials will be made. Excavation includes all materials regardless of type, character, composition, moisture, or condition thereof.

1.2 REFERENCES

- A. Standards referenced in this Section are:
 - 1. ANSI/AISC 360, Specification for Structural Steel for Buildings.
 - 2. ASTM D422, Test Method for Particle-Size Analysis of Soils.
 - 3. ASTM D698, Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft³ (600 kN-m/m³)).
 - 4. ASTM D1556, Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 5. ASTM D1557, Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 6. ASTM D2216, Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
 - 7. ASTM D4253, Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - 8. ASTM D4254, Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - 9. ASTM D4318, Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 - 11. ASTM D6938, Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
 - 12. ASTM E329, Specification for Agencies Engaged in Construction Inspection and/or Testing.

1.3 TERMINOLOGY

- A. The following words or terms are not defined but, when used in this Section, have the following meaning:
 - 1. "Subgrade" is the uppermost surface of native soil material unmoved from cuts; the bottom of excavation.

1.4 QUALITY ASSURANCE

A. Qualifications:

- 1. CONTRACTOR's Testing Laboratory:
 - a. Retain the services of independent testing laboratory to perform testing and determine compliance with the Contract Documents of the materials specified in this Section.
 - b. Do not employ the same laboratory hired by OWNER for field quality control testing under the field quality control Article of this Section.
 - c. Testing laboratory shall comply with ASTM E329 and requirements of Section 01 45 29.13, Testing Laboratory Services Furnished by Contractor.
 - d. Testing laboratory shall be experienced in the types of testing required.
 - e. Selection of testing laboratory is subject to ENGINEER's acceptance.

B. Quality Assurance Testing:

- 1. Quality assurance testing is in addition to field quality control testing required under Part 3 of this Section.
- 2. Materials used in the Work may require testing and retesting, as directed by ENGINEER, during the Project. Allow free access to material stockpiles and facilities at all times. Tests not specifically indicated to be performed at OWNER's expense, including retesting of rejected materials and installed Work, shall be performed at CONTRACTOR's expense.
- 3. CONTRACTOR's Testing Laboratory Scope:
 - a. Collect samples and perform testing of proposed fill materials in the laboratory and in the field to demonstrate compliance of the Work with the Contract Documents.
 - b. Testing laboratory shall perform testing required to obtain data for selecting moisture content for placing and compacting fill materials.
 - c. Submit to ENGINEER and CONTRACTOR written report results of each test.
- 4. Required Quality Assurance Material Testing by CONTRACTOR's Testing Laboratory:
 - a. Gradation in accordance with ASTM D422. Perform one test for every 1,000 cubic yards of each material incorporated into the Work.
 - b. Atterberg limits in accordance with ASTM D4318. Perform one test for every 1,000 cubic yards of the following types of materials incorporated into the Work: general fill, and pipe bedding material.
 - c. Moisture/density relations in accordance with ASTM D698, ASTM D1557, ASTM D4253, or ASTM D4254, as applicable. Perform one test for every 5,000 cubic yards of each material incorporated into the Work.
 - d. Moisture content of stockpiled or borrow material in accordance with ASTM D2216. Perform one test for every 1,000 cubic yards of each material incorporated into the Work.

C. Regulatory Requirements:

- 1. Perform excavation work in compliance with requirements of authorities having jurisdiction and Laws and Regulations, including:
 - a. OSHA, 29 CFR Part 1926, Section .650 (Subpart P Excavations).
- 2. Obtain required permits and approvals for excavation and fill Work, including work permits from right-of-way owners and permits from environmental authorities having jurisdiction over discharge of water from excavations.

1.5 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Shop Drawings:
 - a. Modifications to the Work proposed due to intended excavation plan.
- B. Informational Submittals: Submit the following:
 - 1. Procedure Submittals:
 - a. Excavation Plan: Prior to starting excavation operations, submit written plan to demonstrate compliance with OSHA 29 CFR Part 1926.650. As a minimum, excavation plan shall include:
 - 1) Name of CONTRACTOR's "competent person" in responsible charge of excavation and fill Work.
 - 2) Excavation method(s).
 - 3) Copies of required permits and approvals, from authorities having jurisdiction and affected utility owners, for excavation methods proposed.
 - b. Proposed compaction procedure and compaction equipment proposed for use. Where different procedures or equipment will be used for compacting different types of material or at different locations at the Site, indicate where each procedure and equipment item will be used.
 - 2. Quality Assurance Test Results Submittals:
 - a. Submit results of quality assurance testing performed by in accordance with Paragraph 1.4.B of this Section, unless included as part of another submittal under this Section. Submit results for the following quality assurance testing:
 - 1) Tests on borrow fill material.
 - 2) Optimum moisture maximum dry density curve for each type of fill material.
 - 3. Field Quality Control Submittals:
 - a. Submit results of testing and inspection performed in accordance with the field quality control Article in Part 3 of this Section, including:
 - 1) Field density testing.
 - 4. Oualifications Statements:
 - a. Quality Assurance Testing laboratory. Submit name and qualifications of testing laboratory to be employed, and qualifications of testing laboratory's personnel that will perform quality assurance testing required in this Section.

1.6 SITE CONDITIONS

- A. Soil borings and other exploratory operations may be made by CONTRACTOR, at no additional cost to OWNER. Coordinate CONTRACTOR-performed test borings and other exploratory operations with OWNER and utility owners as appropriate. Perform such explorations without disrupting or otherwise adversely affecting operations of OWNER or utility owners. Comply with Laws and Regulations relative to required notifications.
- B. Existing Structures:

- 1. The Contract Documents show or indicate certain structures and Underground Facilities adjacent to the Work. Such information was obtained from existing records and is not guaranteed to be correct or complete. CONTRACTOR shall explore ahead of the excavation to determine the exact location of all existing structures and Underground Facilities. Existing structures and Underground Facilities shall be supported and protected from damage by CONTRACTOR. Immediately repair and restore existing structures and Underground Facilities damaged by CONTRACTOR without additional cost to OWNER.
- 2. Movement or operation of construction equipment over Underground Facilities shall be at CONTRACTOR's sole risk and only after CONTRACTOR has prepared and submitted to ENGINEER and utility owners (as applicable), and received acceptance therefrom, a plan describing CONTRACTOR's analysis of the loads to be imparted and CONTRACTOR's proposed measures to protect structures and Underground Facilities during the Project.
- 3. Coordinate with OWNER for shut-off of services in active piping and conduits. Completely remove buried piping and conduits indicated for removal and not otherwise indicated as being abandoned or to remain in place.
- 4. Do not interrupt existing utilities serving facilities occupied and used by OWNER, except when such interruption is indicated in the Contract Documents or when allowed in writing by ENGINEER after acceptable temporary utility services are provided by CONTRACTOR for the affected structure or property.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Select Fill:

1. Material shall be well-graded, crushed aggregate, free of organic material. Material shall be in accordance with City of Tampa Standard Details.

B. General Fill:

- 1. Material shall be free of: rock and gravel larger than three inches in any dimension, debris, waste, frozen materials, organic material, and other deleterious matter.
- 2. Previously-excavated materials complying with the Contract Documents requirements for general fill may be used for general fill.
- 3. When on-Site materials are found unsuitable for use as general fill, provide select fill or approved off-Site general fill materials. Prior to using off-Site material as general fill, furnish submittal for and obtain ENGINEER's approval of the material proposed for use.

C. Subbase Material:

1. Material shall be naturally- or artificially-graded mixture of natural or crushed gravel, crushed stone, or natural or crushed sand. Crushed slag is unacceptable. Material shall be in accordance with City of Tampa Standard Details.

D. Drainage Fill:

1. Material shall be washed, uniformly-graded mixture of crushed stone, or crushed or uncrushed gravel, with 100 percent passing 1.5-inch sieve and not more than five percent passing a No. 4 sieve.

E. Pipe Bedding Material:

- 1. Aggregate material shall be crushed stone and gravel, free of: rock or gravel larger than 1/2-inch in any dimension, debris, waste, frozen materials, organic material and other deleterious matter. Material shall be in accordance with City of Tampa Standard Details.
- 2. Sand material, where required, shall consist of natural or manufactured granular material and shall contain no organic material. Sand shall be non-plastic, when tested in accordance with ASTM D4318, 100 percent shall pass a 1/2-inch screen and not more than five percent shall pass a No. 200 screen.

2.2 SOURCE QUALITY CONTROL

A. Perform quality assurance testing, and submit results to ENGINEER, in accordance with the 'Quality Assurance' Article in Part 1 of this Section.

PART 3 – EXECUTION

3.1 INSPECTION

A. Provide ENGINEER with sufficient notice and with means to examine areas and conditions under which excavating, filling, and grading will be performed. ENGINEER will advise CONTRACTOR in writing when ENGINEER is aware of conditions that may be detrimental to proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions are corrected.

3.2 TEST PITS

A. General:

1. In advance of the construction, excavate, make observations and measurements, and fill test pits to determine conditions or location of the existing Underground Facilities and structures. Perform all work required in connection with excavating, stockpiling, maintaining, sheeting, shoring, filling, and replacing pavement for test pits. CONTRACTOR shall be responsible for the definite location of each existing Underground Facility involved within the area of excavation for the Work. Exercise care during such location work to avoid damaging and disrupting the affected Underground Facility or structure. CONTRACTOR shall be responsible for repairing, at his expense, damage to Underground Facility or structure caused during the Work.

B. Payment for Test Pits:

1. Separate payment will not be made for test pits made by CONTRACTOR for CONTRACTOR's own use.

3.3 PREPARATION

A. Site Preparation:

- 1. Clear areas to be occupied by permanent construction of all trees, brush, roots, stumps, logs, wood and other materials and debris. Clean and strip vegetation, sod, topsoil, and organic matter from subgrades where fills will be placed, and from areas where structures will be constructed. Remove from the Site and properly dispose of all waste materials.
- 2. Burning is not allowed at the Site.

B. Use of Explosives:

1. Use of explosives is not allowed.

C. Dust Control:

1. Control objectionable dust caused by CONTRACTOR's operation of vehicles and equipment, clearing, and other actions. To minimize airborne dust, apply water or use other methods subject to ENGINEER's acceptance and approval of authorities having jurisdiction.

D. Maintenance and Protection of Traffic:

- 1. Keep all streets and traffic ways open for passage of traffic and pedestrians during the Project, unless otherwise approved by owner of the street, traffic way, or right-of-way, as applicable.
- 6. Provide temporary signage, signals, barricades, flares, lights and other equipment, service, and personnel required to regulate and protect traffic and warn of hazards. Such Work shall comply with requirements of owner of right-of-way and authorities having jurisdiction at the Site. Remove temporary equipment and facilities when no longer required, and restore grounds to original or to specified conditions, as applicable.

3.4 DEWATERING

A. Dewatering – General:

- 1. Provide and maintain adequate drainage and dewatering equipment to remove and dispose of all surface water and ground water entering excavations, or other parts of the Work and work areas. Keep each excavation dry during excavation, subgrade preparation, and continually thereafter until the structure to be built therein is acceptable to ENGINEER and backfilling operations are completed and acceptable to ENGINEER.
- 2. Keep all working areas at the Site free of surface water at all times. Provide temporary drainage ditches and temporary dikes, and provide required temporary pumping and other work necessary for diverting or removing rainfall and all other accumulations of surface water from excavations and fill areas. Perform diversion and removal of surface water in manner that prevents accumulation of water behind permanent or temporary structures and at any other locations in the construction area where such accumulations may be detrimental.
- 3. Water used for working or processing, resulting from dewatering operations, or containing oils or sediments that will reduce the quality of the surface water or groundwater downstream of the point of discharge, shall not be directly discharged. Divert such waters through temporary settling basin or filter before discharging to surface water, groundwater, or drainage routes.
- 4. CONTRACTOR shall be responsible for condition of piping, conduits, and channels used for drainage and such piping, conduits, and channels shall be clean and free of sediment.

5. Remove water from excavations as fast as water collects.

B. Temporary Dewatering System:

- 1. CONTRACTOR shall design, provide, and operate dewatering system to include sufficient trenches, sumps, pumps, hose, piping, well points, deep wells, and similar facilities, necessary to depress and maintain groundwater level one feet below the base of each excavation during all stages of construction operations.
- 2. Design and operate dewatering system to avoid settlement and damage to existing structures and Underground Facilities.
- 3. Groundwater table shall be lowered in advance of excavation for a sufficient period of time to allow dewatering of fine grain soils.
- 4. Maintain groundwater level at excavations two feet below lowest subgrade excavation until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures from natural groundwater.
- 5. Operate dewatering system continuously, 24 hours per day, seven days per week. Provide standby pumping facilities and personnel to maintain the continued effectiveness of the system. Do not discontinue dewatering operations without first obtaining ENGINEER's acceptance for such discontinuation.
- 6. If, in ENGINEER's opinion, the water levels are not being lowered or maintained as required, provide additional or alternate temporary dewatering devices as necessary, at no additional cost to OWNER.
- 7. Locate elements of temporary dewatering system to allow continuous dewatering operation without interfering with the Work to the extent practicable.
- 8. Where portions of dewatering system are located in the area of permanent construction, submit to and obtain ENGINEER's acceptance of details of proposed methods of constructing the Work at such location. Control of ground water shall continue until the permanent construction provides sufficient dead load to withstand hydrostatic uplift of the normal groundwater, until concrete has attained sufficient strength to withstand earth and hydrostatic loads, and until waterproofing Work is completed.
- 9. Perform pumping of water from excavations in a manner that prevents carrying away of unsolidified concrete materials, and that avoids damaging the subgrade.
- 10. Before discontinuing dewatering operations or permanently allowing rise of groundwater level, prepare computations to demonstrate that structures affected by the water level rise are protected by fill or other means to sustain uplift. Use a safety factor of 1.25 when preparing such calculations.

B. Disposal of Water Removed by Dewatering System:

- 1. CONTRACTOR's dewatering system shall discharge to a suitable location acceptable to OWNER, in accordance with Laws and Regulations.
- 2. Dispose of water removed from excavations in a manner that does not endanger health and safety, property, the Work, and other portions of the Project.
- 3. Dispose of water in manner that causes no inconvenience to OWNER, others involved in the Project, and adjacent and downstream properties.

3.5 EXCAVATION

A. Perform all excavation required to complete the Work as shown, specified, and required. Excavations shall include removing and handling of earth, sand, clay, gravel, hardpan, soft, weathered or decomposed rock, pavements, rubbish, and other materials within the excavation limits.

B. Excavation Protection:

- 1. Provide excavation protection system(s) in accordance with Laws and Regulations to prevent injury to persons and property, including Underground Facilities.
- 2. Excavation Less Than Five Feet Deep: Excavations in stable rock or in soil conditions where there is no potential for a cave-in may be made with vertical sides. Under all other conditions, excavations shall be sloped and benched, shielded, or shored and braced.
- 3. Excavations Greater Than Five Feet Deep: Excavations in stable rock may be made with vertical sides. Under all other conditions, excavations shall be sloped and benched, shielded, or shored and braced.
- C. Maintain excavations in dry condition in accordance with "Dewatering" Article in Part 3 of this Section.
- D. Elevation of bottom of footings shown is approximate. ENGINEER may direct such minor changes in dimensions and elevations as may be required to secure a satisfactory footing.
- E. When excavations are made below required grades without written order of ENGINEER, fill such excavations with compacted select fill, as directed by ENGINEER, at CONTRACTOR's expense.
- F. Extend excavations sufficiently on each side of structures, footings, and similar construction to allow setting of forms, installation of excavation supports, and the safe sloping of banks, as necessary.

G. Subgrades – General:

- 1. Subgrades shall be firm, dense, and thoroughly compacted and consolidated; shall be free from mud, muck, and other soft or unsuitable materials; and shall remain firm and intact under all construction operations. Subgrades that are otherwise solid but become soft or mucky on top due to construction operations shall be reinforced in accordance with City of Tampa Standard Details. Finished elevation of stabilized subgrades shall not be above subgrade elevations shown.
- 2. If, in ENGINEER's opinion, subgrade becomes softened or mucky because of construction delays, failure to dewater properly, or other cause within CONTRACTOR's control, subgrade shall be excavated to firm material, trimmed, and backfilled with select fill material at CONTRACTOR's expense.

H. Pipe Trench Preparation:

1. Not more than 100 feet of trench may be opened in advance of installing pipe in trench.

- 2. Trench width shall be minimized to greatest extent practical, and shall comply with the following:
 - a. Trench width shall be sufficient to provide space for installing, jointing and inspecting piping. Refer to the Drawings for trench requirements. In no case should trench be wider at top of pipe than pipe barrel OD plus two feet, unless otherwise shown or indicated.
 - b. Enlargement of trench width at pipe joints may be made when required and approved by ENGINEER.
 - c. Trench width shall be sufficient for shoring and bracing, or shielding and dewatering.
 - d. Trench width shall be sufficient to allow thorough compaction of fill adjacent to bottom half of pipe.
 - e. Do not use excavating equipment that requires the trench to be excavated to excessive width.
- 3. Depth of trench shall be as shown or indicated. If required and approved by ENGINEER in writing, depths may be revised.
- 4. Where ENGINEER considers existing material beneath bedding material unsuitable, remove and replace such unsuitable material with select fill material.

3.6 UNAUTHORIZED EXCAVATION

A. All excavations outside lines and grades shown or indicated and that are not approved by ENGINEER, together with removing and disposing of the associated material, shall be at CONTRACTOR's expense. Fill unauthorized excavations with properly-compacted select fill material at CONTRACTOR's expense.

3.7 EROSION AND SEDIMENT CONTROLS

A. Provide temporary erosion and sediment controls in accordance with Section 01 57 05, Temporary Controls. When applicable, also comply with requirements of the erosion and sediment control plan approved by authorities having jurisdiction.

3.8 SHEETING, SHORING, AND BRACING

A. General:

- 1. Provide sheeting, shoring, bracing, and similar excavation supports as shown, specified, and required for the Work.
- 2. CONTRACTOR is responsible for adequacy of all sheeting, shoring, bracing, and similar excavation supports.
- 3. Materials:
 - a. Previously-used materials shall be in good condition, and shall not be damaged or excessively pitted. All steel or wood sheeting designated to remain in place shall be new. New or used sheeting may be used for temporary sheeting, shoring, and bracing.
 - b. All steel work for sheeting, shoring, bracing, cofferdams and other excavation supports, shall be in accordance with ANSI/AISC 360, except that field welding will be allowed.
- 4. As excavation progresses, carry down shoring, bracing, and similar excavation supports to required elevation at bottom of excavation.

- 5. Comply with Laws and Regulations regarding sheeting, shoring, bracing, and similar excavation supports.
- 6. Maintain sheeting, shoring, bracing, bracing, and other excavation supports in excavations regardless of time period excavations will be open.
- 7. Unless otherwise shown, specified, or directed, remove materials used for temporary construction when the Work is completed. Perform such removal in manner not injurious to the structures and Underground Facilities, their appearance, and adjacent construction.

B. Removal of Sheeting and Bracing:

- 1. Remove sheeting and bracing from excavations, unless otherwise directed by ENGINEER in writing. Perform removal to avoid damaging the Work and adjacent construction. Removal shall be equal on both sides of excavation to ensure no unequal loads on structures and Underground Facilities.
- 2. Defer removal of sheeting and bracing, where removal may cause soil to come into contact with concrete, until the following conditions are satisfied:
 - a. Concrete has cured for not less than seven days.
 - b. Wall and floor framing, up to and including grade level floors, is in place.

3.9 TRENCH SHIELDS

- A. Excavation of earth material below bottom of trench shield shall not exceed the limits established in Laws and Regulations.
- B. When using a shield for installing piping:
 - Portions of trench shield extending below the mid-diameter of an installed, rigid pipe, such as prestressed concrete pipe and other types of rigid pipe, shall be raised above the pipe's mid-diameter elevation prior to moving the shield along the trench for further construction.
 - 2. Bottom of shield shall not at any time extend below mid-diameter of installed pipe that is flexible or has flexing capability, such as steel, ductile iron, PVC, CPVC, polyethylene, and other pipe that has flexing capability.
- C. When using a shield for installing structures, bottom of the shield shall not extend below the top of the bedding for the structures.
- D. When removing the shield or moving the shield ahead, exercise extreme care to prevent moving piping, structures, and other Underground Facilities, and prevent disturbance of bedding material for piping, structures, and other Underground Facilities. When piping, structures, or Underground Facilities are disturbed, remove and reinstall the disturbed items in accordance with the Contract Documents.

3.10 FILL AND COMPACTION – GENERAL PROVISIONS

- A. Provide and compact all fill required for the finished grades as shown and as specified in this Section.
- B. Place fill in excavations as promptly as progress of the Work allows.
- C. Fill that includes organic materials or other unacceptable material shall be removed and replaced with approved fill material in accordance with the Contract Documents.

D. Placement – General:

- 1. Place fill to the grades shown or indicated. Bring up evenly on all sides fill around structures and Underground Facilities.
- 2. Place fill materials at moisture content and density as specified in this Article's requirements on compaction density. Furnish and use equipment capable of adding measured amounts of water to the fill materials to bring fill materials to a condition within required moisture content range. Furnish and use equipment capable of discing, aerating, and mixing the fill materials to ensure reasonable uniformity of moisture content throughout the fill materials, and to reduce moisture content of borrow materials by air drying, when necessary. When subgrade or lift of fill materials requires moisture-conditioning before compaction, fill material shall be sufficiently mixed or worked on the subgrade to ensure uniform moisture content throughout the lift of material to be compacted. Materials at moisture content in excess of specified limit shall be dried by aeration or stockpiled for drying.
- 3. Perform compaction with equipment suitable for the type of fill material placed. Select and use equipment capable of providing the minimum density required in the Contract Documents. Use light compaction equipment, with equipment gross weight not exceeding 7,000 pounds within horizontal distance of ten feet from the wall of completed, below-grade structures. Furnish and use equipment capable of compacting in restricted areas next to structures and around piping and Underground Facilities. Effectiveness of the equipment selected by CONTRACTOR shall be tested at start of compacted fill Work by constructing a small section of fill within the area where fill will be placed. If tests on the test section of fill indicate that required compaction is not obtained, do one or more of the following: increase the amount of coverages, decrease the lift thicknesses, or use different compactor equipment.
- 4. Place fill materials in horizontal, loose lifts, not exceeding specified uncompacted thickness. Place fill in a manner ensuring uniform lift thickness after placing. Mechanically compact each lift, by not less than two complete coverages of the compactor. One coverage is defined as the conditions reached when all portions of the fill lift have been subjected to the direct contact of compactor's compacting surface. Compaction of fill materials by inundation with water is unacceptable.
- 5. Do not place fill materials when standing water is present on surface of the area where fill will be placed. Do not compact fill when standing water is present on the fill to be compacted. Do not place or compact fill in a frozen condition or on top of frozen material. Fill containing organic materials or other unacceptable material previously described shall be removed and replaced prior to compaction.
- 6. If required densities are not obtained because of improper control of placement or compaction procedures, or because of inadequate or improperly-functioning compaction equipment, CONTRACTOR shall perform all work required to provide the required densities. Such work shall include, at no additional cost to OWNER, complete removal of unacceptable fill areas and replacement and re-compaction until acceptable fill is provided.
- 7. Repair, at CONTRACTOR's expense, observed or measured settlement. Make repairs and replacements as required within 30 days after being so advised by ENGINEER.

E. Fill in Pipe Trenches:

- 1. Piping Installed in Fills Above Pre-construction Grade:
 - a. Prior to installing piping, place the fill in accordance with the Contract Documents until the fill reaches a minimum elevation two feet higher than the top of piping to be installed. Excavate the trench; install the piping, and backfill. Subsequently provide the remainder of the fill required for the Work.
- 2. Piping trenches may be backfilled prior to testing of piping, unless nature of the test requires observation of pipe during testing. Do not construct building or structure over piping until piping has been successfully tested and passed.
- 3. Pipe Bedding: Pipe bedding material shall be as follows:
 - a. Install PVC, CPVC, HDPE, and FRP piping on a layer of sand. Sand shall extend to 12 inches above top of pipe and to the trenchwalls on each side of the pipe.
 - b. Unless otherwise shown, install other types of piping on not less than sixinch layer of aggregate pipe bedding material. Aggregate pipe bedding material shall extend 12 inches above top of the pipe.
- 4. Placing and Compacting Pipe Trench Fill: Unless otherwise shown, placement and compaction of pipe trench fill materials shall comply with the following:
 - a. Pipe bedding material shall be spread and the surface graded to provide a uniform and continuous support beneath piping at all points between bell holes or pipe joints. Slight disturbance of installed pipe bedding material surface during withdrawal of pipe slings or other lifting tackle is acceptable.
 - b. After each pipe's bedding material has been graded, and the piping has been aligned, joined in accordance with the Contract Documents, and placed in final position on bedding material, provide and compact sufficient pipe trench fill material under and around each side of the pipe and back of the bell or end thereof to hold piping in proper position and maintain alignment during subsequent pipe jointing and embedment operations. Deposit and compact pipe trench fill material uniformly and simultaneously on each side of piping to prevent lateral displacement of piping. Place and compact pipe trench fill material to an elevation 12 inches above top of pipe, unless otherwise shown or specified.
 - c. Each layer of pipe trench fill material shall be compacted by at least two complete coverages of all portions of surface of each lift using appropriate compaction equipment.
 - d. Method of compaction and compaction equipment used shall be appropriate for material to be compacted and shall not transmit damaging shocks to the piping.

H. Temporary Pavement:

- 1. Place 1.5 inches of temporary asphalt concrete pavement immediately after filling excavations in paved roadways and other paved areas that will remain for permanent use.
- 2. Maintain surface of paved area over the fill in good and safe condition during progress of the Work, and promptly fill depressions over and adjacent to the fill area caused by settlement of fill.
- 3. Permanent replacement pavement shall be equal to that of the existing roadways, unless otherwise shown or specified.

I. Subbase Placement:

- 1. Provide subbase material where shown to the limits shown or indicated.
- 2. Place subbase material in compacted lifts not exceeding depth of six inches each.

J. Drainage Fill Placement:

- 1. Provide drainage fill material where shown to the limits shown or indicated.
- 2. Place drainage fill material in compacted layers of uniform thickness not exceeding depth of six inches each. Compact lifts of drainage fill using suitable compaction equipment.

K. Compaction Density Requirements:

- 1. Minimum density for fill materials shall be 100 percent of maximum density obtained in the laboratory in accordance with ASTM D698. Compaction of fill materials less than five feet below final grade, behind concrete walls, and pipe bedding materials when not located below structures or pavement shall be 95 percent of maximum density in accordance with ASTM D698.
- 2. Place fill in trenches below Underground Facilities, foundations or paved areas in horizontal, uncompacted lifts not greater than eight inches deep, and thoroughly compact each lift before placing the next lift. In other pipe trenches, horizontal uncompacted lifts shall be six inches deep.
- 3. Fill shall be wetted and thoroughly mixed to achieve optimum moisture content plus-or-minus three percent, with the following exceptions:
 - a. On-site clayey soils: Optimum to plus three percent.
- 4. Replace natural, undisturbed soils or compacted soil subsequently disturbed or removed by construction operations with materials compacted as indicated.
- 5. Field quality control testing for density; to verify that specified density was obtained, will be performed during each day of compaction Work. Responsibility for field quality control testing is specified in the "Field Quality Control" Article in Part 3 of this Section.
- 6. When field quality control testing indicates unsatisfactory compaction, provide additional compaction necessary to obtain the specified compaction. Perform additional compaction Work at no additional cost to OWNER until specified compaction is obtained. Such work includes complete removal of unacceptable (as determined by ENGINEER) fill areas and replacement and recompaction until acceptable fill is provided in accordance with the Contract Documents.
- L. Replacement of Unacceptable Excavated Materials: In cases where over-excavation to replace unacceptable soil materials is required, backfill the excavation to required subgrade with select fill material and thoroughly compact in accordance with the "Compaction Density Requirements" in this Article. Slope the sides of excavation in accordance with the maximum inclinations specified for each structure location.

3.11 GRADING

A. General:

1. Uniformly grade areas within limits of grading under this Section, including adjacent transition areas.

- 2. Smooth subgrade surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free of irregular surface changes, and shall comply with the following:
 - 1. Grassed Areas or Areas Covered with Gravel, Stone, Wood Chips, or Other Special Cover: Finish areas to receive topsoil or special cover to within not more than one inch above or below the required subgrade elevations.
 - 2. Sidewalks: Shape surface of areas under sidewalks to line, grade, and cross section, with finish surface not more than one inch above or below the required subgrade elevation.
 - 3. Pavements: Shape surface of areas under pavement to line, grade, and cross section, with finish surface not more than 1/2-inch above or below the required subgrade elevation.
- C. Grading Surface of Fill Under Concrete Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2-inch when tested with a ten foot straight edge.

D. Compaction:

1. After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

3.12 PAVEMENT SUBBASE COURSE

A. General:

- 1. Place subbase material, in layers of specified thickness, over ground surface to support pavement base course.
- 2. After completing filling and grading, shape and compact pavement subgrade to an even, firm foundation in accordance with this Section. Remove unsuitable subgrade materials, including soft materials, boulders, vegetation, and loose stones, and replace with compacted fill material as directed by ENGINEER.

B. Grade Control:

1. During construction, maintain lines and grades including crown and cross-slope of subbase course.

C. Placing of Pavement Subbase Course:

- 1. Place subbase course material on prepared subgrade in layers of uniform thickness, in accordance with indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placing operations.
- 2. After completing compaction, other than that necessary for bringing material for the next course, do not haul or drive over the compacted subbase.
- 3. Do not install pavement subbase in excess of 500 feet in length without compacting to prevent softening of the subgrade.
- 4. If subgrade material becomes churned up into or mixed with the subbase material, remove the mixed material and replace with clean, compacted subbase material.

3.13 DISPOSAL OF EXCAVATED MATERIALS

A. General:

- 1. CONTRACTOR shall haul away material removed from excavations that does not comply with requirements for fill, or is in excess of the quantity required for fill
- 2. Disposal of materials shall be in compliance with Laws and Regulations, at no additional cost to OWNER.

3.14 FIELD QUALITY CONTROL

- A. Site Tests: OWNER will employ a testing laboratory to perform field quality control testing.
 - 1. Testing Laboratory Scope:
 - a. Perform field moisture content and density tests to ensure that the specified compaction of fill materials has been obtained.
 - b. Tests of actual unconfined compressive strength or bearing tests on each stratum
 - c. Report results of each test to ENGINEER and CONTRACTOR.
 - 2. Required Material Tests:
 - a. Compaction: Comply with ASTM D1556 and ASTM D6938, as applicable.
 - 3. Authority and Duties of Testing Laboratory:
 - a. Technicians representing the testing laboratory shall inspect the materials in the field, perform testing, and report findings to ENGINEER and CONTRACTOR. When materials furnished or the Work performed does not comply with the Contract Documents, technician will direct attention of ENGINEER and CONTRACTOR to such failure.
 - b. Technician will not act as foreman or perform other duties for CONTRACTOR. Work will be checked as it progresses, but failure to detect defective Work or non-complying materials shall not in any way prevent later rejection when defect is discovered, nor shall it obligate ENGINEER for Substantial Completion or final acceptance. Technicians are not authorized to revoke, alter, relax, enlarge, or release requirements of the Contract Documents, or to approve or accept any portion of the Work.
 - 4. Responsibilities and Duties of CONTRACTOR:
 - a. Use of testing laboratory shall in no way relieve CONTRACTOR of the responsibility to provide materials and Work in full compliance with the Contract Documents.
 - b. To facilitate testing laboratory, CONTRACTOR shall advise testing laboratory at least two days in advance of filling operations to allow for completion of field quality control testing and for assignment of personnel.
 - c. It shall be CONTRACTOR's responsibility to accomplish the specified compaction for fill and other earthwork. CONTRACTOR shall control construction operations by confirmation tests to verify and confirm that CONTRACTOR has complied, and is complying at all times, with the Contract Documents relative to compaction, control.

- d. CONTRACTOR shall demonstrate adequacy of compaction equipment and procedures before exceeding one or more of the following quantities of earthwork. Each test location shall include tests for each layer, type, or class of fill to finish grade.
 - 1) 200 linear feet of trench fill.
 - 2) 10 cubic yards of select fill.
 - 3) 100 cubic yards of general fill.
 - 4) 50 cubic yards of subbase material.
- 5. Testing laboratory will inspect and indicate acceptable subgrades and fill layers before construction work is performed thereon. Testing of subgrades and fill layers shall be taken as follows:
 - a. Trenches for Structures, and Underground Facilities (including buried ductbanks):
 - 1) In Open Fields: Two locations every 1,000 linear feet.
 - 2 Along Dirt or Gravel Roads or Off Traveled Right-of-Way: Two locations every 500 linear feet.
 - 3) Crossing Paved Roads: Two locations along each crossing.
 - 4) Under Pavement Cuts or Within Two Feet of Pavement Edges: One location every 400 linear feet.
 - b. Footing Subgrade: For each stratum of soil on which footings will be placed, perform not less than one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata, when acceptable to ENGINEER.
 - c. For Select Fill: On 30-foot intervals on all sides of the structure for every compacted lift, but not less than one per lift on each side of the structure for structures less than 60 feet long on a side.
 - d. For General Fill: One per 1,000 square feet on every compacted lift.
 - e. Subbase Material: One per 1,000 square feet on every compacted lift.
- 6. Periodic compliance tests will be made by ENGINEER to verify that compaction is complying with the requirements specified, at no cost to CONTRACTOR. CONTRACTOR shall remove the overburden above the level at which ENGINEER wishes to test and shall fill and re-compact the excavation after testing is complete.
- 7. If testing laboratory reports or inspections indicate subgrade, fills, or bedding compaction below specified density, CONTRACTOR shall remove unacceptable materials as necessary and replace with specified materials and provide additional compaction at CONTRACTOR's expense until subgrades, bedding, and fill are acceptable. Costs for retesting of subgrade, fills, or bedding materials that did not originally comply with specified density shall be paid by CONTRACTOR.

+ + END OF SECTION + +

SECTION 33 01 30

CURED-IN-PLACE PIPE

PART 1 GENERAL

1.1 SUMMARY

General: The products and methods in this specification describe cured-in-place lining using a composite tube liner, one of the acceptable methods of re-lining existing pressurized ductile iron pipelines for this project. It is the intent of this specification to provide for the reconstruction of the designated pressure pipe by installation of a new cured-in-place-pipe (CIPP) within the existing (host) pipe. Due to the condition of the host pipe the new CIPP shall be designed as a fully structural pipe, not relying on the remaining strength or water tightness of the host pipe to withstand long-term external loading and internal pressure.

- A. Section Includes: Requirements for providing reconstruction of pipelines by the installation of a composite material tube, which is tightly formed to the inside of the original pipeline.
 - 1. Cure the resin using either hot water under hydrostatic pressure or steam pressure within the tube.
 - 2. Install the cured-in-place-pipe (CIPP) continuous and tight fitting.
 - 3. Utilize a qualified subcontractor (Installer) as a firm for the provision and installation of the pipeline cured-in-place-pipe.

1.2 REFERENCES

A. Codes and standards referred to in this Section are:

1.	ASTM D 790	Standard Test Method for Flexural Properties of
		Unreinforced and Reinforced Plastics
2.	ASTM D 2990	Tensile, Compressive, and Flexural Creep and Creep
		Rupture of Plastics
3.	ASTM D 5813	Cured-in-Place Thermosetting Resin Sewer Pipe
4.	ASTM F 1216	Rehabilitation of Existing Pipelines and Conduits by
		the Inversion and Curing of Resin-Impregnated Tube
5.	ASTM F 1743	Rehabilitation of Existing Pipelines and Conduits by
		Pull-in-Place Installation of Cured-In-Place
		Thermosetting Resin Pipe
6.	AWWA M28	Manual of Rehabilitation of Water Mains

1.3 QUALITY ASSURANCE

A. Follow national standards and as specified herein.

- B. Personnel Involved in Installation of Pipe Liner: Certified by liner manufacturer that they have successfully completed training in handling, trimming and finishing pipe liner.
- C. Internally inspect host pipe prior to lining and post lining.
- D. Commercially Proven Lining Products and Installation Experience.
 - 1. Products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term). Must have at least 10 (ten) years active experience in the commercial installation of CIPP.
 - 2. Installer as a firm must have successfully installed at least 500,000 feet of a cured-in-place product for relining pressure water mains.
 - 3. Installer's project managers must have a minimum of 2 years of experience with CIPP composite tube liner products.

1.4 SUBMITTALS

- A. Data showing compliance with the experience qualifications.
- B. Working drawings showing design calculations, liner thickness and end termination details. Catalog data showing the manufacturer's clarifications and updates, ASTM references, material composition, specifications, physical properties and chemical resistance of liner. Certificate that the liner is suitable for the service of sludge containing grit and with a pH of 4.0.
- C. Manufacturer's recommended procedures for handling, storage, repairing and installing the materials.
- D. Method and sequence of liner installation, including equipment required.
- E. Certified statement from the manufacturer approved installer of the system, including certificates of training for each crewmember involved in the installation process.
- F. ASTM certified lab test results for field installations in the United States of the same resin system and tube materials as proposed for the actual installation.
 - 1. Test results must verify CIPP physical properties specified herein have been achieved in previous installations.
 - 2. Third party is defined as ASTM or equivalent accredited materials testing firm with no financial or directorial link to manufacturer or Contractor.
- G. Television inspection reports, color videos, and CD-ROMS made before and after lining and original copies of digitally recorded inspections furnished to Engineer within 10 days of the recording.

- H. Curing Logs: Include liner manufacturer recommended curing citations for each submittal. Store electronically on data logger. Submit printed copy with post-installation CCTV.
 - 1. Heat Cured Liners: Record temperature (degrees F) and pressure (psi) readings per unit of time collected during the liner installation and curing.
- I. Materials Delivery and Storage: Record date, time and temperature readings at 15 minute intervals, minimum. Include liner material's stock identification number.
- J. Tabulation of time versus temperature by liner manufacturer with length of time exposed portions of liner will endure without self-initiating cure or other deterioration.
 - 1. Tabulate at 5 degrees F increments, ranging from 70 degrees F to 100 degrees F.
 - 2. Include progressive effects of self-initiating cure on insertion and cured properties of liner.
- K. Catalog cut sheets and materials of construction of end termination devices.
- L. NSF 61 certification.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Protect, store and handle materials during transportation and delivery, while stored onsite, and during installation following manufacturer's recommendations.
- B. Continuously monitor liner materials during transport and storage with temperature recorder and data storage or strip printer.
 - 1. Furnish Engineer with recorder readings before installation.
 - 2. Material exposed to temperatures outside of the manufacturer's limits shall not be installed and shall be removed from the site.
- C. Materials found to be defective or damaged due to manufacture or shipment:
 - 1. When Engineer deems repairable: Repair following the manufacturer's recommendations.
 - 2. When the Engineer deems not repairable: Rejected, removed from site and replaced.
 - 3. Repair or replacement of defective or damaged materials shall be at no additional Contract cost.

PART 2 PRODUCTS

2.1 MATERIALS

- A. The CIPP tube product shall consist of one or more layers of absorbent woven and/or non-woven synthetic fiber, with glass or woven fiber reinforcement, which is fabricated in the USA. The CIPP tube is then impregnated with a non-VOC, 100% solids epoxy resin system that is compatible with the installation process being used.
- B. The tube shall be fabricated to dimensions such that when installed will fit tightly to the internal circumference of the host pipe being lined, making allowance for stretching during installation.
- C. In the installed state, the inside layer of the tube shall be coated with a translucent, flexible plastic material that acts to separate the curing heat medium from the thermoset resin system undergoing cure.
- D. The tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the minimum required thickness specified in the design submittals.
- E. Fabricate tube from materials which, when cured, will be chemically resistant to internal exposure to drinking water treated with common chemical additives.
- F. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. The tube shall contain reinforcement (glass, woven fiber, or equal) in order to withstand the internal pressure design requirements.
- G. The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so that a clear detail examination may be made of the final product.
- H. Materials that are defective, damaged or otherwise deemed unacceptable for use prior to installation shall be rejected and replaced at Contractor's expense. Liner materials damaged during installation shall be repaired or replaced as recommended by the Contractor and approved by the Owner.

I. ACCEPTABLE MANUFACTURERS:

1. InsituMain, manufactured by Insituform Technologies, St. Louis MO or equal.

PART 3 EXECUTION

3.1 HOST PIPE PREPARATION

- A. The existing pipeline shall be cleaned of any obstructions and televised using CCTV immediately prior to installation of the pipe liner. The host pipe condition shall be acceptable to the Engineer as appropriate for lining prior to the insertion of the pipe liner.
- B. Prior to beginning the insertion of the Pipe Liner, the CONTRACTOR shall confirm that the host pipe is adequately cleaned.

3.2 INSTALLATION PROCEDURES:

A. The Pipe Liner manufacturer's installation instructions and procedures shall be followed during installation per approved shop submittals.

B. Point Repairs

1. Point repairs and obstruction removals shall be completed, as necessary, in order to enable lining.

C. Pipe Liner Installation:

- 1. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications.
- 2. Temperature and pressure gauges shall be placed between the tube and the host pipe's invert position to monitor temperature during the curing cycle.
- 3. Resin Impregnation The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.
- 4. Tube Insertion The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent shall be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube shall be pulled-in or inverted through access points shown on the plans and fully extend to the next designated access point.
- 5. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

D. Pressure Testing:

- 1. Pressure testing for water-tightness shall be provided on all CIPP pipelines. Hydrostatic pressure test on the pipelines shall be performed in accordance with ASTM F1216.
- 2. As noted in ASTM F1216, the allowable leakage during the pressure test shall be 20 gallons per inch of internal pipe diameter per mile of pipe per day, providing that all the air has been evacuated from the line prior to testing and structural pipe lining system has been cooled down to ambient temperature.
- 3. The pipes shall be pressure tested at 75 PSI and the test duration shall be two hours. Any visible leaks at termination points shall be eliminated. The pressure test shall be deemed acceptable if water loss measured during the two-hour test (which has been extrapolated to a 24-hour day rate is equal to or less than the allowable makeup water rate of 20 gallons per inch of internal pipe diameter per mile of pipe per day.

E. Liner Termination:

- 1. The liner shall be installed a minimum of 6 inches beyond the limits shown on the plans.
- 2. After cool down has occurred, the Contractor shall carefully proceed to cut the excess liner, as to have a flush termination with the host pipe at the flange or flange adapter.
- 3. The liner shall then be secured in place by means of a Type 316 stainless steel internal mechanical seal equal to the Depend-o-Lok Inner Seal, manufactured by Victaulic or WEKO internal pipe joint seal, manufactured by Miller pipeline, as approved equal.

F. POST-INSTALLATION VIDEO INSPECTION.

1. Perform internal video inspection of the completed Pipe Liner. The camera shall have an accurate footage counter, which shall display on the monitor exact distance of the camera from the center line of the starting access point.

END OF SECTION

SECTION 33 05 05

BURIED PIPING INSTALLATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to install and test all buried piping, fittings, and specials. The Work includes the following:
 - a. All types and sizes of buried piping, except where buried piping installations are specified under other Sections or other contracts.
 - b. Unless otherwise shown or specified, this Section includes all buried piping Work required, beginning at the outside face of structures or structure foundations, including piping beneath structures, and extending away from structures.
 - c. Work on or affecting existing buried piping.
 - d. Installation of all jointing and gasket materials, specials, flexible couplings, mechanical couplings, harnessed and flanged adapters, sleeves, tie rods, cathodic protection, and other Work required for a complete, buried piping installation.
 - e. Supports, restraints, and thrust blocks.
 - f. Pipe encasements, with the exception of piping embedded in concrete within a structure or foundation specified under Section 40 05 05, Exposed Piping Installation.
 - g. Field quality control, including testing.
 - h. Cleaning and disinfecting.
 - i. Incorporation of valves, meters, and special items shown or specified into piping systems in accordance with the Contract Documents and as required.

B. Coordination:

- Review installation procedures under this and other Sections and coordinate installation of items to be installed with or before buried piping Work.
- 2. Coordinate with appropriate piping Sections of Division 40, Process Integration.

C. Related Sections:

- 1. Section 31 20 00, Earth Moving.
- 2. Section 03 30 05, Concrete.
- 3. Section 09 91 00, Painting.

1.2 REFERENCES

- A. Standards referenced in this Section are:
 - 1. ASME Boiler and Pressure Vessel Code.

- 2. ASME B31.3, Process Piping.
- 3. American Society for Non-Destructive Testing (ASNT), ASNT-TC-1A, Recommended Practice, Personnel Qualification, and Certification in Non-destructive Testing.
- 4. ASTM B32, Specification for Solder Metal.
- 5. ASTM C12, Practice for Installing Vitrified Clay Pipe Lines.
- 6. ASTM C425, Specification for Compression Joints for Vitrified Clay Pipe and Fittings.
- 7. ASTM C828, Test Method for Low-Pressure Air Test of Vitrified Clay Pipe Lines.
- 8. ASTM C924, Practice for Testing Concrete Pipe Sewer Lines by Low-Pressure Test Method.
- 9. ASTM D2321, Practice for Underground Installation of Thermoplastic Pipe for Sewers and other Gravity-Flow Applications.
- 10. ASTM D2774, Practice for Underground Installation of Thermoplastic Pressure Piping.
- 11. ASTM D4174, Practice for Cleaning, Flushing and Purification of Petroleum Fluid Hydraulic Systems.
- 12. ASTM F1417, Test Method for Installation Acceptance of Plastic Gravity Sewer Lines using Low-Pressure Air.
- 13. ASTM F2164, Standard Practice for Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure.
- 14. ANSI/AWWA C105, Polyethylene Encasement for Ductile-Iron Pipe Systems.
- 15. ANSI/AWWA C111, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- 16. ANSI/AWWA C206, Field Welding of Steel Water Pipe.
- 17. ANSI/AWWA C600, Installation of Ductile-Iron Water Mains and Their Appurtenances.
- 18. ANSI/AWWA C603, Installation of Asbestos-Cement Pressure Pipe.
- 19. ANSI/AWWA C605, Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
- 20. ANSI/AWWA C606, Grooved and Shouldered Joints.
- 21. ANSI/AWWA C651, Disinfecting Water Mains.
- 22. AWWA M9, Concrete Pressure Pipe.
- 23. AWWA M11, Steel Water Pipe A Guide for Design and Installation.
- 24. AWWA M23, PVC Pipe Design and Installation.
- 25. AWWA M41, Ductile-Iron Pipe and Fittings.
- 26. AWWA M45, Fiberglass Pipe Design.
- 27. AWWA M55, PE Pipe Design and Installation.
- 28. ASCE 37, Design and Construction of Sanitary and Storm Sewers.
- 29. American Concrete Pipe Association, Concrete Pipe Handbook.
- 30. Chlorine Institute, Inc., Piping Systems for Dry Chlorine, Pamphlet No. 6.
- 31. NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with requirements and recommendations of authorities having jurisdiction over the Work.

1.4 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Shop Drawings:
 - a. Laying schedules for concrete pipe and piping with restrained joints.
 - b. Details of piping, specials, joints, harnessing, and connections to piping, structures, equipment, and appurtenances.
 - 2. Product Data:
 - a. Manufacturer's literature and specifications, as applicable, for products specified in this Section.
 - 3. Testing Procedures:
 - a. Submit proposed testing procedures, methods, apparatus, and sequencing. Obtain ENGINEER's approval prior to commencing testing.
- B. Informational Submittals: Submit the following:
 - 1. Certificates:
 - a. Certificate signed by manufacturer of each product certifying that product conforms to applicable referenced standards.
 - 2. Field Quality Control Submittals:
 - a. Results of each specified field quality control test.
- C. Closeout Submittals: Submit the following:
 - 1. Record Documentation:
 - a. Maintain accurate and up-to-date record documents showing modifications made in the field, in accordance with approved submittals, and other Contract modifications relative to buried piping Work. Submittal shall show actual location of all piping Work and appurtenances at same scale as the Drawings.
 - b. Show piping with elevations referenced to Project datum and dimensions from permanent structures. For each horizontal bend in piping, include dimensions to at least three permanent structures, when possible. For straight runs of piping provide offset dimensions as required to document piping location.
 - c. Include profile drawings with buried piping record documents when the Contract Documents include piping profile drawings.
 - d. Conform to Section 01 78 39, Project Record Documents.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery:
 - 1. Deliver materials to the Site to ensure uninterrupted progress of the Work.
 - 2. Upon delivery inspect pipe and appurtenances for cracking, gouging, chipping, denting, and other damage and immediately remove from Site and replace with acceptable material.

B. Storage:

- 1. Store materials to allow convenient access for inspection and identification. Store material off ground using pallets, platforms, or other supports. Protect packaged materials from corrosion and deterioration.
- 2. Pipe and fittings other than PVC and CPVC may be stored outdoors without cover. Cover PVC and CPVC pipe and fittings stored outdoors.

C. Handling:

- 1. Handle pipe, fittings, specials, and accessories carefully in accordance with pipe manufacturer's recommendations. Do not drop or roll material off trucks. Do not drop, roll or skid piping.
- 2. Avoid unnecessary handling of pipe.
- 3. Keep pipe interiors free from dirt and foreign matter.
- 4. Protect interior linings and exterior coatings of pipe and fittings from damage. Replace pipe and fittings with damaged lining regardless of cause of damage.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Piping materials are specified in the Buried Piping Schedule at end of this Section. Piping materials shall conform to Specifications for each type of pipe and piping appurtenances in applicable Sections of Division 40, Process Integration.

B. General:

- 1. Pipe Markings:
 - a. Manufacturer shall cast or paint on each length of pipe and each fitting pipe material, diameter, and pressure or thickness class.

C. Polyethylene Encasement:

- 1. Polyethylene may be supplied in tubes or sheets.
- 2. Polyethylene encasement materials shall be in accordance with ANSI/AWWA C105.

2.2 BURIED PIPING IDENTIFICATION

- A. Detectable Underground Warning Tape for Non-Metallic Pipelines:
 - 1. Tape shall be of inert, acid- and alkali-resistant, polyethylene, five mils thick, six inches wide, with aluminum backing, and have 15,000 psi tensile strength and 80 percent elongation capability. Tape shall be suitable for direct burial.
 - 2. Message shall read, "THICKENED SLUDGE, SLUDGE DRAIN" with bold letters approximately two inches high. Messages shall be printed at maximum intervals of two feet. Tape shall be custom colored the same as the pipeline colors as specified for the associated pipe service in Section 09 91 00, Painting.
 - 3. Manufacturer: Provide products of one of the following:
 - a. Pro-Line Safety Products Co.
 - b. Seton Identification Products
 - c. Marking Services, Inc.
 - d. Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

- 1. Install piping as shown, specified, and as recommended by pipe and fittings manufacturer.
- 2. In event of conflict between manufacturer's recommendations and the Contract Documents, request interpretation from ENGINEER before proceeding.
- 3. ENGINEER will observe excavations and bedding prior to laying pipe by CONTRACTOR. Notify ENGINEER in advance of excavating, bedding, pipe laying, and backfilling operations.
- 4. Minimum cover over buried piping shall be three feet, unless otherwise shown or approved by ENGINEER.
- 5. Earthwork is specified in Section 31 20 00, Earth Moving.
- 6. Excavation in excess of that required or shown, and that is not authorized by ENGINEER shall be filled at CONTRACTOR's expense with granular material furnished, placed, and compacted in accordance with the Specifications.
- 7. Comply with NFPA 24 for "Outside Protection", where applicable to water piping systems used for fire protection.

C. Separation of Sewers and Potable Water Piping:

1. Horizontal Separation:

- a. Where possible, existing and proposed potable water mains and service lines, and sanitary, combined, and storm sewers shall be separated horizontally by clear distance of at least ten feet.
- b. If local conditions preclude the specified clear horizontal separation, installation will be allowed if potable water main is in separate trench or on undistributed earth shelf on one side of sewer and with bottom of potable water main at least 18 inches above top of sewer.

c. Exception:

1) Where it is not possible to provide minimum horizontal separation described above, construct potable water main of cement-lined ductile iron pipe with restrained push-on joint or restrained mechanical joint pipe complying with public water supply design standards of authority having jurisdiction. Hydrostatically test water main and sewer as specified in this Section prior to backfilling. Hydrostatic test pressure at crossing shall be at least 150 psi.

2. Vertical Separation:

- a. Provide minimum vertical distance of 18 inches between outside of potable water main and outside of sewer when sewer crosses over potable water main.
- b. Center a section of potable water main pipe at least 17.5 feet long over sewer so that sewer joints are equidistant from potable water main joints.

c. Provide adequate structural support where potable water main crosses under sewer. At minimum, provide compacted select backfill for ten feet on each side of crossing.

d. Exceptions:

- 1) Where it is not possible to provide minimum vertical separation described above, construct potable water main of cement-lined ductile iron pipe with restrained push-on joint or restrained mechanical joint pipe. Hydrostatically test water main and sewer as specified in this Section, prior to backfilling. Hydrostatic test pressure at crossing shall be at least 150 psi.
- 2) Encase either potable water main or sewer in watertight carrier pipe extending ten feet on each side of crossing, measured perpendicular to potable water main.

D. Plugs:

- 1. Temporarily plug installed pipe at end of each day of work or other interruption of pipe installation to prevent entry of animals, liquids, and persons into pipe, and entrance or insertion of deleterious materials into pipe.
- 2. Install standard plugs in bells at dead ends, tees, and crosses. Cap spigot and plain ends.
- 3. Fully secure and block plugs, caps, and bulkheads installed for testing to withstand specified test pressure.
- 4. Where plugging is required for phasing of the Work or subsequent connection of piping, install watertight, permanent type plugs, caps, or bulkhead acceptable to ENGINEER.
- E. Bedding Pipe: Bed pipe as specified and in accordance with details on the Drawings.
 - 1. Trench excavation and backfill, and bedding materials shall conform to Section 31 20 00, as applicable.
 - 2. Where ENGINEER deems existing bedding material unsuitable, remove and replace existing bedding with approved granular material furnished, placed, and compacted. Payment for additional excavation and providing granular material will be made under the unit price payment items in the Contract.
 - 3. Where pipe is installed in rock excavation, provide minimum of three inches of granular bedding material underneath pipe smaller than four-inch nominal diameter, and minimum of six inches of granular bedding material underneath pipes four-inch nominal diameter and larger.
 - 4. Excavate trenches below bottom of pipe by amount shown and indicated in the Contract Documents. Remove loose and unsuitable material from bottom of trench.
 - 5. Carefully and thoroughly compact pipe bedding with hand held pneumatic compactors.
 - 6. Do not lay pipe until ENGINEER approves bedding condition.
 - 7. Do not bring pipe into position until preceding length of pipe has been bedded and secured in its final position.

F. Laying Pipe:

1. Conform to manufacturer's instructions and requirements of standards and manuals listed below, as applicable:

- a. Ductile Iron Pipe: ANSI/AWWA C600, ANSI/AWWA C105, AWWA M41.
- b. Concrete Pipe: AWWA M9.
- c. Steel Pipe: ANSI/AWWA C206, AWWA M11.
- d. Thermoplastic Pipe: ASTM D2321, ASTM D2774, ANSI/AWWA C605, AWWA M23, AWWA M45, AWWA, M55.
- e. Vitrified Clay Pipe: ASTM C12.
- f. Sanitary and Storm Sewers: ASCE 37.
- 2. Install pipe accurately to line and grade shown and indicated in the Contract Documents, unless otherwise approved by ENGINEER. Remove and reinstall pipes that are not installed correctly.
- 3. Slope piping uniformly between elevations shown.
- 4. Keep groundwater level in trench at least 24 inches below bottom of pipe before laying pipe. Do not lay pipe in water. Maintain dry trench conditions until jointing and backfilling are complete. Keep clean and protect interiors of pipe, fittings, valves, and appurtenances.
- 5. Start laying pipe at lowest point and proceed towards higher elevations, unless otherwise approved by ENGINEER.
- 6. Place bell and spigot-type pipe so that bells face the direction of laying, unless otherwise approved by ENGINEER.
- 7. Place concrete pipe containing elliptical reinforcement with minor axis of reinforcement in vertical position.
- 8. Excavate around joints in bedding and lay pipe so that pipe barrel bears uniformly on trench bottom.
- 9. Deflections at joints shall not exceed 75 percent of amount allowed by pipe manufacturer, unless otherwise approved by ENGINEER.
- 10. For PVC and CPVC piping with solvent welded joints, 2.5-nch diameter and smaller, and copper tubing, snake piping in trench to compensate for thermal expansion and contraction.
- 11. Carefully examine pipe, fittings, valves, and specials for cracks, damage, and other defects while suspended above trench before installation. Immediately remove defective materials from the Site and replace with acceptable products.
- 12. Inspect interior of all pipe, fittings, valves, and specials and completely remove all dirt, gravel, sand, debris, and other foreign material from pipe interior and joint recesses before pipe and appurtenances are moved into excavation. Bell and spigot-type mating surfaces shall be thoroughly wire brushed, and wiped clean and dry immediately before pipe is laid.
- 13. Field cut pipe, where required, with machine specially designed for cutting the type of pipe being installed. Make cuts carefully, without damage to pipe, coating or lining, and with smooth end at right angles to axis of pipe. Cut ends on push-on joint type pipe shall be tapered and sharp edges filed off smooth. Do not flame-cut pipe.
- 14. Do not place blocking under pipe, unless specifically approved by ENGINEER for special conditions.
- 15. Touch up protective coatings in manner satisfactory to ENGINEER prior to backfilling.
- 16. Notify ENGINEER in advance of backfilling operations.
- 17. On steep slopes, take measures acceptable to ENGINEER to prevent movement of pipe during installation.

- 18. Thrust Restraint: Where required, provide thrust restraint conforming to Article 3.3 of this Section.
- 19. Exercise care to avoid flotation when installing pipe in cast-in-place concrete, and in locations with high groundwater.

G. Polyethylene Encasement:

- 1. Provide polyethylene encasement for ductile iron piping and fittings to prevent contact between pipe and surrounding bedding material and backfill.
- 2. Polyethylene encasement installation shall be in accordance with ANSI/AWWA C105.

H. Jointing Pipe:

- 1. Thermoplastic Pipe Joints:
 - a. Bell and Spigot Joints:
 - 1) Bevel pipe ends, remove all burrs, and provide a reference mark at correct distance from pipe end before making joints.
 - 2) Clean spigot end and bell thoroughly before making the joint. Insert O-ring gasket while ensuring that gasket is properly oriented. Lubricate spigot with manufacturer's recommended lubricant. Do not lubricate bell and O-ring. Insert spigot end of pipe carefully into bell until reference mark on spigot is flush with bell.
 - 2) For assembly, center spigot in pipe bell and push pipe forward until spigot just makes contact with rubber gasket. After gasket is compressed and before pipe is pushed or pulled in the rest of the way, carefully check gasket for proper position around the full circumference of joint. Final assembly shall be made by forcing spigot end of entering pipe past gasket until spigot makes contact with base of the bell. When more than a reasonable amount of force is required to assemble the joint, remove spigot end of pipe to verify proper positioning of gasket. Do not use gaskets that have been scored or otherwise damaged.

I. Backfilling:

- 1. Conform to applicable requirements of Section 31 20 00.
- 2. Place backfill as Work progresses. Backfill by hand and use power tampers until pipe is covered by at least one foot of backfill.

J. Transitions from One Type of Pipe to Another:

1. Provide necessary adapters, specials, and connection pieces required when connecting different types and sizes of pipe or connecting pipe made by different manufacturers. Connection pieces must be in approved materials list, or Contractor shall submit cut sheets with complete technical specifications.

K. Closures:

1. Provide closure pieces shown or required to complete the Work.

3.2 TRACER TAPE INSTALLATION

- A. Detectable Underground Warning Tape for Non-Metallic Pipelines:
 - 1. Provide polyethylene tracer tape with aluminum backing for buried, non-metallic piping, which includes pipe that is PVC, CPVC, polyethylene, HDPE, FRP, ABS, and vitrified clay.
 - 2. Provide magnetic tracer tape 12 to 18 inches below finished grade, above and parallel to buried pipe.
 - 3. For pipelines buried eight feet or greater below finished grade, provide second line of magnetic tracer tape 2.5 feet above crown of buried pipe, aligned along the pipe centerline.
 - 4. Tape shall be spread flat with message side up before backfilling.

3.3 THRUST RESTRAINT

- A. Provide thrust restraint on pressure piping systems where shown or indicated in the Contract Documents.
- B. Thrust restraint may be accomplished by using restrained pipe joints, or harnessing buried pipe. Thrust restraints shall be designed for axial thrust exerted by test pressure specified in the Buried Piping Schedule at the end of this Section.
- C. Place concrete thrust blocks against undisturbed soil. Where undisturbed soil does not exist, or for projects where the Site consists of backfill material, thrust restraint shall be provided by restrained pipe joints.
- D. Restrained Pipe Joints:
 - 1. Pipe joints shall be restrained by means suitable for the type of pipe being installed.
 - a. Ductile Iron, Push-on Joints and Mechanical Joints: Restrain with proprietary restrained joint system as specified in Section 40 05 19, Ductile Iron Process Pipe; lugs and tie rods; or other joint restraint systems approved by ENGINEER.
 - b. Thermoplastic and HDPE Joints: Where bell and spigot-type or other non-restrained joints are utilized, provide tie rods across joint or other suitable joint restraint system, subject to the approval of ENGINEER.
- E. Harnessed lengths of buried pipe shall be as shown on the Drawings.

3.4 WORK AFFECTING EXISTING PIPING

- A. Location of Existing Underground Facilities:
 - 1. Locations of existing Underground Facilities shown on the Drawings should be considered approximate.
 - 2. Determine the true location of existing Underground Facilities to which connections are to be made, crossed, and that could be disturbed, and determine location of Underground Facilities that could be disturbed during excavation and backfilling operations, or that may be affected by the Work.

- B. Taking Existing Pipelines and Underground Facilities Out of Service:
 - 1. Conform to Section 01 14 16, Coordination with Owner's Operations.
 - 2. Do not take pipelines or Underground Facilities out of service unless specifically listed in Section 01 14 16, Coordination with Owner's Operations, or approved by ENGINEER.
 - 3. Notify ENGINEER in writing prior to taking pipeline or Underground Facilities out of service. Shutdown notification shall be provided in advance of the shutdown in accordance with the General Conditions and Section 01 14 16, Coordination with Owner's Operations.

C. Work on Existing Pipelines or Underground Facilities:

- 1. Cut or tap piping or Underground Facilities as shown or required with machines specifically designed for cutting or tapping pipelines or Underground Facilities, as applicable.
- 2. Install temporary plugs to prevent entry of mud, dirt, water, and debris into pipe.
- 3. Provide necessary adapters, sleeves, fittings, pipe, and appurtenances required to complete the Work.

3.5 FIELD QUALITY CONTROL

A. General:

- 1. Test all piping, except as exempted in the Buried Piping Schedule in this Section.
- 2. When authorities having jurisdiction are to witness tests, notify ENGINEER and authorities having jurisdiction in writing at least 48 hours in advance of testing.
- 3. Conduct all tests in presence of ENGINEER.
- 4. Remove or protect pipeline-mounted devices that could be damaged by testing.
- 5. Provide all apparatus and services required for testing, including:
 - a. Test pumps, compressors, hoses, calibrated gages, meters, test containers, valves, fittings, and temporary pumping systems required to maintain OWNER's operations.
 - b. Temporary bulkheads, bracing, blocking, and thrust restraints.
- 6. Provide air if an air test is required, power if pumping is required, and gases if gases are required.
- 7. Unless otherwise specified, OWNER will provide fluid required for hydrostatic testing. CONTRACTOR shall provide means to convey fluid for hydrostatic testing into piping being tested. CONTRACTOR shall provide fluid for other types of testing required.
- 8. Repair observed leaks and repair pipe that fails to meet acceptance criteria. Retest after repair.
- 9. Unless otherwise specified, testing shall include existing piping systems that connect with new piping system. Test existing pipe to nearest valve. Piping not installed by CONTRACTOR and that fails the test shall be repaired upon authorization of OWNER. Unless otherwise included in the Work, repair of existing piping or Underground Facilities will be paid as extra Work.

B. Test Schedule:

- 1. Refer to the Buried Piping Schedule in this Section for type of test required and required test pressure.
- 2. Unless otherwise specified, required test pressures are at lowest elevation of pipeline segment being tested.
- 3. For piping not listed in Buried Piping Schedule in this Section:
 - a. Hydrostatically test pipe that will convey liquid at a pressure greater than five psig. Provide process air pipe test for pipe that will convey air or gas under pressure or vacuum, except chlorine gas, which requires separate test.
 - b. Use exfiltration testing, low-pressure air testing, or vacuum testing for other piping.
 - c. Disinfect for bacteriological testing piping that conveys potable water.

4. Test Pressure:

- a. Use test pressures listed in Buried Piping Schedule in this Section.
- b. If test pressure is not listed in Buried Piping Schedule, or if test is required for piping not listed in the Buried Piping Schedule, test pressure will be determined by ENGINEER based on maximum anticipated sustained operating pressure and methods described in applicable ANSI/AWWA manual or standard that applies to the piping system.

C. Hydrostatic Testing:

- 1. Preparation for Testing:
 - a. For thermoplastic pipe and fiberglass pipe, follow procedures described in Section 7 of ANSI/AWWA Standard C605.
 - b. For HDPE pipe, follow procedures described in ASTM F2164. Test duration, including time to pressurize, time for initial expansion, time at test pressure, and time to depressurize, shall not exceed eight hours. If re-testing of a test section or pipeline is required, at least eight hours shall elapse between tests.
 - c. For steel pipe, follow procedures described in ANSI/AWWA Manual M11. Wetting period is not required for pipe that is not cement-lined.
 - d. For other piping follow procedures described in ANSI/AWWA Manual M9, except that minimum wetting period required immediately prior to testing for asbestos cement pipe shall be 24 hours rather than the 48 hours prescribed for concrete pipe. Wetting period is not required for pipe that is not cement mortar-lined.
 - e. Prior to testing, ensure that adequate thrust protection is in place and joints are properly installed.

2. Test Procedure:

- a. Fill pipeline slowly to minimize air entrapment and surge pressures. Fill rate shall not exceed one foot of pipe length per second in pipe being tested.
- b. Expel air from pipe as required. Obtain approval of ENGINEER prior to tapping pipe for expelling air.
- c. Examine exposed joints and valves, and make repairs to eliminate visible leakage.
- d. After specified wetting period, add fluid as required to pressurize line to required test pressure. Maintain test pressure for a stabilization period of ten minutes before beginning test.

- e. HDPE Pipe: After filling pipeline, gradually pressurize pipe to test pressure and maintain required test pressure for three hours for pipe to expand. During expansion, add fluid to maintain required test pressure. Begin timed test period after expansion period and other requirements are met.
- f. Timed test period shall not begin until after pipe has been filled, exposed to required wetting period, air has been expelled, and pressure stabilized.
- g. Timed Test Period: After stabilization period, maintain test pressure for at least two hours. During timed testing period, add fluid as required to maintain pressure within five psig of required test pressure. For HDPE pipe, after three hour expansion phase, reduce test pressure by ten psig and do not add liquid. Test pressure shall then remain steady for one hour, indicating no leakage.
- h. Pump from test container to maintain test pressure. Measure volume of fluid pumped from test container and record on test report. Record pressure at test pump at 15 minute intervals for duration of test.
- 3. Allowable Leakage Rates: Leakage is defined as the quantity of fluid supplied to pipe segment being tested to maintain pressure within five psi of test pressure during timed test period. Allowable leakage rates for piping are:
 - a. No Leakage: Pipe with flanged, welded, fused, threaded, soldered, or brazed joints.
 - b. Rates based on formula or table in ANSI/AWWA Manual M41:
 - 1) Metal and fiberglass pipe joined with rubber gaskets as sealing members, including the following joint types:
 - a) Bell and spigot and push-on joints.
 - b) Mechanical joints.
 - c) Bolted sleeve type couplings.
 - d) Grooved and shouldered couplings.

joined with O-ring rubber gasket sealing members.

- d. Rates based on formula or table in ANSI/AWWA C900:
 - 1) Plastic pipe
- 4. Provide minimum hydrostatic head during test of two feet above crown of upstream end of pipe segment tested.
- 5. Add fluid from test container or from metered supply as required to maintain test water level within three inches of test head throughout the test.
- 6. Test duration shall be at least two hours.
- 7. Allowable Leakage Rates:
 - a. Leakage is defined as the quantity of fluid that must be supplied to pipe segment tested to maintain hydrostatic head within three inches of test head during the test after pipe has been filled and exposed to required wetting period, plus quantity required to refill to original head at end of test.
 - b. Leakage shall not exceed that allowed by authority having jurisdiction.
- D. Sewer Testing with Low Pressure Air:
 - Plug and bulkhead ends and lateral connections of pipe segment to be tested.
 - 2. Required test pressure shall be increased by an amount equal to the elevation of groundwater above invert of lowest point of pipe segment being tested.

- 3. Test in accordance with requirements of authority having jurisdiction.
- 4. If there are no Laws and Regulations covering the test, use test procedures described in the following standards:
 - a. Thermoplastic and HDPE Pipe: ASTM F1417.
 - b. Concrete Pipe: ASTM C924.
 - c. Clay Pipe: ASTM C828.
- E. Vertical Deflection Test for Thermoplastic, FRP, and HDPE Pipe:
 - 1. Conduct vertical deflection test at least thirty days after backfill has been placed.
 - 2. Use rigid ball or mandrel for deflection test, which shall have diameter of at least 95 percent of base inside diameter or average inside diameter of piping, depending on which is specified in applicable ASTM standard, including appendix, to which pipe is manufactured. Perform test without mechanical pulling devices. Re-install and retest pipe segments that exceed deflection of five percent.

J. Bacteriological Testing:

1. Bacteriological testing for potable water lines, finished water lines, and other piping in accordance with the Buried Piping Schedule, is specified in Article 3.6 of this Section.

3.6 CLEANING AND DISINFECTION

- A. Cleaning, General: Clean pipe systems as follows:
 - 1. Thoroughly clean all piping, including flushing with water, dry air, or inert gas as required, in manner approved by ENGINEER, prior to placing in service. Flush chlorine solution and sodium hypochlorite piping with water.
 - 2. Piping 24-inch diameter and larger shall be inspected from inside and debris, dirt and foreign matter removed.
 - 3. For piping that requires disinfection and has not been kept clean during storage or installation, swab each section individually before installation with five percent sodium hypochlorite solution.

3.8 SCHEDULES

- A. Schedules listed below, following the "End of Section" designation, are part of this Specification section.
 - 1. Table 33 05 05-A, Buried Piping Schedule.

+ + END OF SECTION + +

TABLE 33 05 05-A, BURIED PIPING SCHEDULE

			(47-00 00 0				ב	
					Pressure			
					Class/			
	Diameter		Interior	Interior Exterior				
Service	(inch)	Material	Lining	Material Lining Coating	S	Joint	Test	Remarks
Thickened Sludge (TS)	8	PVC	-		DR 18	RMJ	HYD (150), VD	
Drain Line	8	PVC	-	-	DR-18 RMJ		HYD (50), VD	

The following abbreviations are used in the Buried Piping Schedule.

A. Service Abbreviations

Service	Abbrev	Service	Abbrev.
Sanitary Sewer	SAN	Wastewater	WW
Storm Sewer	ST	Overflow	OF
Combined Sewer	CS	Centrate	CEN
Sanitary Force Main	SFM	Filtrate	FILT
Raw Water	RW	Scum	SCUM
Potable Water	PW	Primary Sludge	PS
City Water	CW	Return Activated Sludge	RAS
Non-Potable Water	NPW	Waste Activate Sludge	WAS
Plant Effluent Water	PEW	Thickened Sludge	TS
Spray Water	SPW	Mixed Sludge	MS
Backwash Water	BW	Digested Sludge	DS
Hot Water Supply	HWS	Chlorine Solution	CLS
Hot Water Return	HWR	Sodium Hydroxide	NAOH
Influent	INF	Sodium Hypochlorite	NAOCL
Effluent	EFF	Polymer Solution	POLYS
Drain	DR	Alum	AL
Process Air	PA	Hydraulic Fluid	HF
Instrument Air	IA	Fuel Oil	FO
Digester Gas	DIG	Lube Oil	LO
Chlorine Gas	CLG		

B. Material Abbreviations

Material	Abbrev		Material	Abbrev.
Ductile Iron	DI		Polyvinyl Chloride	PVC
Cast Iron	CI	(Chlorinated Polyvinyl	CPVC
		(Chloride	
Carbon Steel	CS]	Polyethylene	PE
Stainless Steel	SS]	High Density	HDPE
]	Polyethylene	
Copper	С]	Fiberglass Reinforced	FRP
]	Plastic	
Corrugated Metal Pipe	CMP	1	Acrylonitrile Butadiene	ABS
		6	Styrene	
Reinforced Concrete Pipe	RCP	7	Vitrified Clay	VC
Prestressed Concrete	PCCP			
Cylinder Pipe				
Non-Prestressed Concrete	CCP			
Cylinder Pipe				
Steel Cylinder Pipe	SCP			

C. Lining/Coating Abbreviations

Lining	Abbrev	Coating	Abbrev.
Cement Mortar Lined	CL	Asphaltic Coated	AC
Glass Lined	GL	Polyethylene Wrapped	PEW
Ceramic Epoxy	CE	Painted	P
Fusion Bonded Epoxy	FBEL	Fusion Bonded Epoxy	FBEC
Lined		Coated	
Plastic Lined	PL	Insulated	I
		Galvanized	Galv

D. Joint Abbreviations

Joint Type	Abbrev	Joint Type	Abbrev.
Bell and Spigot	BS	Butt Weld	BW
Restrained Bell and	RBS	Lap Weld	LW
Spigot			
Push-on Joint	POJ	Butt Fusion Weld	BFW
Restrained Push-on Joint	RPOJ	Solvent Weld	SW
Mechanical Joint	MJ	Sleeve-type Flexible	SLFC
		Coupling	
Restrained Mech. Joint	RMJ	Split Flexible Coupling	SPFC
Soldered	Sd	Plasticized PVC	PPVC
		Coupling	

Brazed	Bz	Grooved or Shouldered GSEC
		End Coupling
Threaded	Thd	Flanged Flg
Compression Sleeve	CSC	Compression Flange CFA
Coupling		Adapter

E. Test Abbreviations

Test	Abbrev	Test	Abbrev.
Hydrostatic Test (test	HYD()	Process Air Pipe Test	PA ()
pressure in psig)		(test pressure in psig)	
Exfiltration	EX	Chlorine Pipe Test	CL
Low-pressure Air Sewer	AIR	Disinfection and	DBT
Test		Bacteriological Testing	
Vacuum Test	VAC	Examination of Welds	EW
Vertical Deflection	VD	No Test Required	NR
Televised Inspection	TV		

SECTION 33 05 13

MANHOLES AND STRUCTURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install all precast, cast-in-place and masonry manholes and structures.

B. General:

- 1. Manholes and structures shall conform in shape, size, dimensions, material, and other respects to the details shown or as directed by ENGINEER.
- 2. Cast-iron frames, grates and covers shall be the standard frame and grate or cover unless otherwise shown and shall be as specified in Section 05 56 00, Metal Castings.
- 3. Concrete for cast-in-place manholes and structures and for inverts in precast and masonry manholes and structures shall be Class "A" and shall conform to the requirements specified under Section 03 30 00, Cast-In-Place Concrete.
- 4. All manholes and structures shall be precast construction, unless otherwise shown. All sanitary or process manholes and structures carrying untreated wastewater shall be PVC lines or coated with Saueriesen or Sewer Shield 100.

C. Related Sections:

1. Section 03 00 05, Concrete.

1.2 REFERENCES

- A. Standards referenced in this Section are listed below:
 - 1. American Society for Testing and Materials, (ASTM).
 - a. ASTM C 32, Specification for Sewer and Manhole Brick (made from Clay or Shale).
 - b. ASTM C 139, Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes.
 - c. ASTM C 140, Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
 - d. ASTM C 207, Specification for Hydrated Lime for Masonry Purposes.
 - e. ASTM C 478, Specification for Precast Reinforced Concrete Manhole Sections.
 - 2. American Water Works Association, (AWWA).
 - a. AWWA C302, Reinforced Concrete Pressure Pipe, Non-cylinder Type, for Water and Other Liquids.

1.3 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Shop Drawings:

a. Submit drawings showing design and construction details of all precast concrete and cast-in-place manholes and structures, including details of joints between the manhole bases and riser sections and stubs or openings for the connections.

PART 2 - PRODUCTS

2.1 PRECAST CONCRETE MANHOLES AND STRUCTURES

- A. Precast manholes and structures shall conform to the details shown. Provide castin-place concrete bases where shown.
- B. Except where otherwise specified precast manhole components shall consist of reinforced concrete pipe sections especially designed for manhole construction and manufactured in accordance with ASTM C 478, except as modified herein.
- C. Precast, reinforced concrete manhole bases, riser sections, flat slabs and other components shall be manufactured by wet cast methods only, using forms which will provide smooth surfaces free from irregularities, honeycombing or other imperfections.
- D. Joints between manhole components shall be the tongue and groove type employing a single, continuous rubber O-ring gasket and shall conform to AWWA C302. The circumferential and longitudinal steel reinforcement shall extend into the bell and spigot ends of the joint without breaking the continuity of the steel. Joints between the base sections, riser sections and top slabs of manholes 72-inches in diameter and less shall be rubber and concrete joints. Joints for manhole components greater than 72-inches in diameter shall be provided with steel bell and spigot rings.
- E. All precast manhole components shall be of approved design and of sufficient strength to withstand the loads imposed upon them. They shall be designed for a minimum earth cover loading of 130 pounds per cubic foot, an H-20 wheel loading, and an allowance of 30 percent in roadways and 15 percent in rights-of-way for impact. Manhole bases shall have two cages of reinforcing steel in their walls, each of the area equal to that required in the riser sections. Wall thickness shall not be less than 5-inches. Concrete top slabs shall not be less than 8-inches thick.
- F. Lifting holes, if used in manhole components, shall be tapered, and no more than two shall be cast in each section. Tapered, solid rubber plugs shall be furnished to seal the lifting holes. The lifting holes shall be made to be sealed by plugs driven from the outside face of the section only.
- G. The point of intersection (P.I.) of the sewer pipe centerlines shall be marked with 1/4-inch diameter steel pin firmly enclosed in the floor of each manhole base and protruding approximately 1-inch above the finished floor of the base.
- H. Mark date of manufacture and name or trademark of manufacturer on inside of barrel.
- I. The barrel of the manhole shall be constructed of various lengths of riser pipe manufactured in increments of one foot to provide the correct height with the fewest

joints. Openings in the barrel of the manholes for sewers or drop connections will not be permitted closer than one foot from the nearest joint. Special manhole base or riser sections shall be furnished as necessary to meet this requirement.

J. A precast or cast-in-place slab or precast eccentric cone, as shown or approved, shall be provided at the top of the manhole barrel to receive the cast iron frame and cover.

2.2 MISCELLANEOUS METALS

A. Metal frames and covers and similar required items shall be provided as shown and in accordance with Division 05, Metals.

PART 3 - EXECUTION

3.1 MANHOLE BASES

A. Precast bases shall be set on a crushed stone or crushed gravel foundation as shown. Precast bases shall be set at the proper grade and carefully leveled and aligned.

3.2 PRECAST MANHOLE SECTIONS

- A. Set sections vertical with steps and sections in true alignment. The base of the bell or groove end at joints between components shall be buttered with 1:2 cement-sand mortar to provide a uniform bearing between components. All joints shall be sealed with cement mortar inside and out and troweled smooth to the contour of the wall surface. Raised or rough joint finishes will not be accepted.
- B. Install sections, joints and gaskets in accordance with manufacturers recommendations.
- C. Lifting holes shall be sealed tight with a solid rubber plug driven into the hole from the outside of the barrel and the remaining void filled with 1 to 2 cement-sand mortar.

3.3 MANHOLE CHANNELS

A. All invert channels through manholes and structures shall be constructed of Class "A" concrete. Channels shall be properly formed to the sizes, cross sections, grades and shapes shown or as ordered. Benches shall be built up to the heights shown or as directed by the ENGINEER and given a uniform wood float finish. Care shall be taken to slope all benches for proper drainage to the invert channel.

3.4 GRADING RINGS

A. Grading rings or brick stacks shall be used for all precast and masonry manholes and structures, where required. Stacks or grade rings shall be a maximum of 12-inches in height, constructed on the roof slab or cone section on which the manhole frame and cover shall be placed. The height of the stack or grade rings shall be such as required to bring the manhole frame to the proper grade.

- B. Each grade ring shall be laid in a full bed of mortar and shall be thoroughly bonded.
- C. Brick work shall be as specified in Article 2.2 and Article 3.1, above.

3.5 STUBS FOR FUTURE CONNECTIONS

A. As shown or required for connections, cast iron sleeves, bell end tile, ductile iron or reinforced concrete pipe stubs with approved watertight plugs shall be installed in manholes and structures. Where pipe stubs, sleeves or couplings for future connections are shown or directed by the ENGINEER, CONTRACTOR shall provide all materials and labor in order to complete the Work.

3.6 GRADING AT MANHOLES AND STRUCTURES

- A. All manholes and structures in unpaved areas shall be built, as shown or directed by the ENGINEER, to an elevation higher than the original ground. The ground surface shall be graded to drain away from the manhole. Fill shall be placed around manholes to the level of the upper rim of the manhole frame, and the surface evenly graded on a 1 to 5 slope to the existing surrounding ground, unless otherwise shown or directed by the ENGINEER. The slope shall be covered with 4-inches of topsoil, seeded and maintained until a satisfactory growth of grass is obtained.
- B. Manholes and structures in paved areas shall be constructed to meet the final surface grade. In paved areas on State Highways, all manholes and structures shall be 1/2-inch below final wearing surfaces. Manholes and structures shall not project above finished roadway pavements to prevent damage from snowplows.
- C. CONTRACTOR shall be solely responsible for the proper height of all manholes and structures necessary to reach the final grade at all locations. CONTRACTOR is cautioned that ENGINEER'S review of Shop Drawings for manhole components will be general in nature and CONTRACTOR shall provide an adequate supply of random length precast manhole riser sections to adjust any manhole to meet field conditions for final grading.

3.7 MANHOLE WATERTIGHTNESS

A. All manholes and structures shall be free of visible leakage. Each manhole shall be tested for leaks and inspected, and all leaks shall be repaired in a manner subject to ENGINEER'S approval. Manhole testing shall conform to the requirements of Section 33 05 05, Buried Piping Installation.

3.8 FLEXIBLE PIPE JOINT AT MANHOLE BASE

A. An approved flexible joint shall be provided between each pipe entering and exiting the manhole. This may be accomplished by the installation in the manhole base of the bell end of a pipe or by other means subject to approval of ENGINEER. Joints shall be similar to the approved pipe joints. The joint into the manhole base shall be completely watertight.

SECTION 40 05 05

EXPOSED PIPING INSTALLATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified, and required to install and test all exposed piping, fittings, and specials. The Work includes the following:
 - a. All types and sizes of exposed piping, except where exposed piping installations are specified under other Sections or other contracts.
 - b. Unless otherwise shown or specified, this Section includes all piping beginning at the outside face of structures or structure foundations and extending into the structure. Piping embedded in concrete within a structure or foundation shall be considered as exposed and is included herein. Piping that is permanently or intermittently submerged, or installed in sub-aqueous environments, is considered as exposed and is included in this Section.
 - c. Work on or affecting existing exposed piping.
 - d. Installation of all jointing and gasket materials, specials, flexible couplings, mechanical couplings, harnessed and flanged adapters, sleeves, tie rods, and all Work required for a complete exposed piping installation.
 - e. Supports, restraints, and other anchors.
 - f. Field quality control, including testing.
 - g. Cleaning and disinfecting.
 - h. Incorporation of valves, meters, and special items shown or specified into the piping systems per the Contract Documents and as required

B. Coordination:

- 1. Review installation procedures under this and other Sections and coordinate installation of items that must be installed with or before exposed piping Work.
- 2. Coordinate with appropriate piping Sections of Division 40, Mechanical.

C. Related Sections:

1. Section 09 91 00, Painting.

1.2 REFERENCES

- A. Standards referenced in this Section are:
 - 1. ANSI B16.1, Cast Iron Pipe Flanges and Flanged Fittings
 - 2. ASME Boiler and Pressure Vessel Code.
 - 3. ASME B31.3, Process Piping.
 - 4. American Society for Non-Destructive Testing (ASNT), ASNT-TC-1A, Recommended Practice, Personnel Qualification, and Certification in Non-destructive Testing.

- 5. ASTM A380, Standard Practice for Cleaning, Descaling, and Passivation of Stainless Steel Parts, Equipment, and Systems
- 6. ASTM B32, Specification for Solder Metal.
- 7. ASTM D4161, Standard Specification for Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Joints Using Flexible Elastomeric Seals
- 8. ASTM D4174, Standard Practice for Cleaning, Flushing, and Purification of Petroleum Fluid Hydraulic Systems
- 9. ASTM F2164, Standard Practice for Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure
- 10. AWS D1.1/D1.1M, Structural Welding Code-Steel.
- 11. ANSI/AWWA C111, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- 13. ANSI/AWWA C600, Installation of Ductile Iron Water Mains and Their Appurtenances.
- 18. AWWA M23, PVC Piping Design and Installation.
- 19. AWWA M41, Ductile-Iron Pipe and Fittings.
- 22. SAE J1227, Method for Assessing the Cleanliness Level of New Hydraulic Fluid.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with requirements and recommendations of authorities having jurisdiction over the Work.

1.4 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Shop Drawings:
 - a. Detailed drawings in plan and, as applicable, section.
 - b. Details of piping, valves, supports, accessories, specials, joints, harnessing, and main anchor supports, and connections to existing piping, structures, equipment, and appurtenances.
 - 2. Testing Plans, Procedures, and Testing Limitations
 - a. Submit description of proposed testing methods, procedures, and apparatus, and obtain ENGINEER's approval prior to testing.
- B. Informational Submittals: Submit the following:
 - 1. Certificates:
 - a. Submit a certificate, signed by manufacturer of each product, certifying that product complies with applicable referenced standards.
 - b. Welder's certificate in compliance with Paragraph 3.1.E.7.c of this Section.
 - 2. Source Quality Control Submittals:
 - a. Submit copies of testing report for each test.
 - 3. Site Quality Control Reports:
 - a. Submit copies of testing report for each test.
- C. Closeout Submittals: Submit the following:

1. Record Documentation:

- a. Maintain accurate and up-to-date record documents showing field and Shop Drawing modifications. Record documents for exposed piping Work shall show actual location of all piping and appurtenances on a copy of the Drawings, unless otherwise approved by ENGINEER.
- b. Record documents shall show piping with elevations referenced to the project datum and dimensions from permanent structures. For straight runs of pipe provide offset dimensions as required to document pipe location.
- c. Include section drawings with exposed piping record documents when the Contract Documents include section Drawings.
- d. Conform to Section 01 78 39, Project Record Documents.

1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery:

- 1. Deliver products to Site to ensure uninterrupted progress of the Work.
- 2. Upon delivery, inspect pipe and appurtenances for cracked, gouged, chipped, dented, and other damage and immediately remove damaged products from Site.
- 3. Conform to requirements of Section 01 65 00, Product Delivery Requirements.

B. Storage:

- 1. Store products for convenient access for inspection and identification. Store products off the ground using pallets, platforms, or other supports. Protect packaged products from corrosion and deterioration.
- 2. Pipe and fittings other than thermoplastic materials may be stored outdoors without cover. Thermoplastic pipe and fittings stored outdoors shall be covered.
- 3. Conform to requirements of Section 01 66 00, Product Storage and Handling Requirements.

C. Handling:

- 1. Handle pipe, fittings, specials, and accessories carefully with approved handling devices. Do not drop or roll material of delivery vehicles. Do not otherwise drop, roll, or skid piping.
- 2. Avoid unnecessary handling of pipe.
- 3. Keep pipe interiors free of dirt and foreign matter.
- 4. Protect interior linings and exterior coatings of pipe and fittings from damage. Replace pipe and fittings with damaged lining regardless of cause of damage. Repair damaged coatings.
- 5. Conform to requirements of Section 01 65 00, Product Delivery Requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Piping materials are specified in the Exposed Piping Schedule at the end of this Section. Piping materials shall conform to Specification for each type of pipe and piping appurtenances in applicable sections of Division 40, Process Integration.

B. Markings and Identification:

- 1. Pipe Markings:
 - a. Clearly mark each piece of pipe or fitting with a designation conforming to that shown on the approved Shop Drawings.
 - b. Manufacturer shall cast or paint on each length of pipe and each fitting the pipe material, diameter, and pressure or thickness class.
- 2. Pipe Identification Markers and Arrows: Refer to Section 10 14 00, Signage.
- C. Appurtenances: Provide products that comply with:
 - 1. Section 40 05 07, Pipe Hangers and Supports.
 - 2. Section 40 05 06, Couplings, Adapters, and Specials for Process Piping.
 - 3. Section 40 05 08, Wall Pipes, Floor Pipes and Pipe Sleeves.
- D. All PVC piping exposed to sunlight shall contain titanium dioxide for UV resistance, and shall conform to ASTM D 1784 and ASTM D 1785 (IPS). The Contractor shall submit the manufacturer's certificate of conformance.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine conditions under which the Work is to be installed and notify ENGINEER in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General:

- 1. Install piping as shown, specified and as recommended by the pipe and fittings manufacturer.
- 2. If there is a conflict between manufacturer's recommendations and the Contract Documents, request in writing instructions from ENGINEER before proceeding.
- 3. Provide pipe manufacturer's installation specialist at Site as specified on this Section.
- B. Temporary Blind Flanges, Plugs, Caps, and Bulkheads:
 - 1. Temporarily plug installed pipe at the end of each day of work or other interruption of pipe installation to prevent entry of animals, liquids, and persons into pipe, and entrance or insertion of deleterious materials into pipe.
 - 2. Install standard plugs in all bells at dead ends, tees, and crosses. Cap all spigot and plain ends.
 - 3. Fully secure and block blind flanges, plugs, caps, and bulkheads installed for testing, designed to withstand specified test pressure.
 - 4. Where plugging is required for phasing of Work or subsequent connection of piping, install watertight, permanent type blind flanges, plugs, caps, or bulkhead acceptable to ENGINEER.

C. Piping Installation:

- 1. Conform to manufacturer's instructions and requirements of standards and manuals listed in this Section, as applicable:
 - a. Ductile Iron Pipe: ANSI/AWWA C600, AWWA M41.
 - b. Concrete Pipe: AWWA M9.
 - c. Steel Pipe: ASME B31.3, ANSI/AWWA C206, AWWA M11.
 - d. Thermoplastic Pipe: AWWA M23
 - e. Fiberglass Reinforced Plastic Pipe: AWWA M45
 - f. Polyethylene Pipe: AWWA M55
- 2. Install straight runs true to line and elevation.
- 3. Install vertical pipe truly plumb in all directions.
- 4. Install piping parallel or perpendicular to walls of structures. Piping at angles and 45 degree runs across corners of structures will not be accepted unless specifically shown on the Contract Documents or approved by the ENGINEER.
- 5. Install small diameter piping generally as shown when specific locations and elevations are not indicated. Locate such piping as required to avoid ducts, equipment, beams, and other obstructions.
- 6. Install piping to leave all corridors, walkways, work areas, and similar spaces unobstructed. Unless otherwise approved by ENGINEER provide a minimum headroom clearance under piping and pipe supports of 7.5 feet. Clearances beneath piping shall be measured from the outermost edge of piping, flanges or other type of joint that extends beyond the nominal outside diameter of piping.
- 7. Protect and keep clean interiors, fittings, and valves of pipe that will convey potable water, chemicals, and other pipe designated by ENGINEER.
- 8. Cutting: Cut pipe from measurements verified at Site. Field cut pipe, where required, with a machine specially designed for cutting type of pipe being installed. Make cuts carefully without damage to pipe, coating, or lining, and with a smooth end at right angles to axis of pipe. Cut ends of push-on joint type pipe shall be tapered and sharp edges filed off smooth. Do not flame-cut pipe.
- 9. Place bell and spigot-type pipe so that bells face the direction of laying, unless otherwise approved by ENGINEER.
- 10. Place concrete pipe containing elliptical reinforcement with minor axis of reinforcement in a vertical position.
- 11. Deflections at joints shall not exceed 75 percent of amount allowed by pipe manufacturer, unless otherwise approved by the Engineer.
- 12. Additional General Requirements for FRP and Thermoplastic Piping:
 - a. Utilize wide band supports as recommended by pipe manufacturer and approved by ENGINEER to minimize localized stresses.
 - b. Provide piping passing through walls with a sleeve of wearing material to prevent abrasion damage to piping.
 - c. Provide anchored supports at elbows, valves, bends in piping, and at connections to equipment and tanks.
 - d. Spacing of supports shall be in accordance with the manufacturer's published recommendations at maximum design operating temperature of pipe.
 - e. Provide U-clamps with wide band circumferential contact.
 - f. Provide guides on long runs of piping to maintain alignment and reduce chance of elastic failure of pipe. Space guides as recommended by pipe manufacturer.

g. Provide anchored supports to restrain joints that allow expansion. Minimize use of bellows style joints. Where required and approved by the ENGINEER provide bellows style joints with low axial force to take up pipe expansion. Flexible connectors may be used to absorb thermal movement when approved in writing by ENGINEER.

D. Jointing Pipe:

1. General:

- a. Make joints in accordance with pipe manufacturer's recommendations and Contract Documents.
- b. Cut piping accurately and squarely and install without forcing or springing.
- c. Ream out pipes and tubing to full inside diameter after cutting. Remove all sharp edges on end cuts.
- d. Remove all cuttings and foreign matter from inside of pipe and tubing before installation. Thoroughly clean all pipe, fittings, valves, specials, and accessories before installing.

2. Ductile Iron Mechanical Joint Pipe:

- a. Wipe clean the socket, plain end and adjacent areas immediately before making joint. Make certain that cut ends are tapered and sharp edges are filed off smooth.
- b. Lubricate plain end and gasket with soapy water or pipe manufacturer's recommended pipe lubricant, per ANSI/AWWA C111, just prior to slipping gasket onto plain end of joint assembly.
- c. Place gland on plain end with lip extension toward plain end, followed by gasket with narrow edge of gasket toward the plain end.
- d. Insert pipe into socket and press gasket firmly and evenly into gasket recess. Keep joint straight during assembly.
- e. Push gland toward socket and center it around pipe with the gland lip against the gasket.
- f. Insert bolts and hand tighten nuts.
- g. Deflect joint only after assembled when approved by ENGINEER.
- h. Make deflection after joint assembly, if approved by ENGINEER, but prior to tightening bolts. Alternately tighten bolts 180 degrees apart to seat the gasket evenly. Bolt torque shall be:

Pipe Diameter	Bolt Diameter	Range of Torque
(inches)	(inches)	(ft-lbs)
3	5/8	45 to 60
4 to 24	3/4	75 to 90
30 to 36	1	100 to 120
42 to 48	1.25	120 to 150

3. Ductile Iron Push-On Joint Pipe:

a. Prior to assembling joints, thoroughly clean with a wire brush the last eight inches of exterior surface of spigot and interior surface of bell, except where joints are lined or coated with a protective lining or coating.

- b. Wipe clean rubber gaskets and flex gaskets until resilient. Conform to manufacturer's instructions for procedures to ensure gasket resiliency when assembling joints in cold temperatures.
- c. Insert gasket into joint recess and smooth out entire circumference of gasket to remove bulges and to prevent interference with proper entry of spigot of entering pipe.
- d. Immediately prior to joint assembly, apply a thin film of pipe manufacturer's recommended lubricant to surface of gasket that will come in contact with entering spigot end of pipe, or apply a thin film of lubricant to outside of spigot of entering pipe.
- e. For assembly, center spigot in pipe bell and push pipe forward until spigot just makes contact with the rubber gasket. After gasket is compressed and before pipe is pushed or pulled in the rest of the way, carefully check gasket for proper position around the full circumference of joint. Final assembly shall be made by forcing spigot end of entering pipe past gasket until spigot makes contact with the base of the bell. When more than a reasonable amount of force is required to assemble the joint, remove spigot end of pipe to verify proper positioning of gasket. Do not use gaskets that have been scored or otherwise damaged.
- f. Maintain an adequate supply of gaskets and joint lubricant at Site when pipe jointing is in progress.

4. Ductile Iron Proprietary Joints:

a. Pipe that utilizes proprietary joints for restraint specified in Section 40 05 19, Ductile Iron Process Pipe, or other such joints, shall be installed in accordance with manufacturer's instructions.

5. Ductile Iron and Steel Flanged Joints:

- a. Assemble flanged joints using ring-type gaskets, with thickness as recommended by pipe manufacturer but not less than 1/8-inch thick, for raised-face flanges. Use full-face gaskets for flat-face flanges, unless otherwise approved by ENGINEER or recommended by pipe manufacturer. Gaskets shall be suitable for the service intended in accordance with the manufacturer's ratings and instructions. Gaskets shall be properly centered.
- b. Tighten bolts in a sequence that provides equal distribution of bolt loads.
- c. Length of bolts shall be uniform. Bolts shall not project beyond the nut more than 1/4-inch or fall short of the nut when fully taken up. Machine-cut ends of bolts to be neatly rounded. Do not use washers.
- d. Prior to assembly of flanged joints, lubricate bolt threads and gasket faces.
- e. Alternately tighten bolts 180 degrees apart to compress the gasket evenly.
- f. After assembly, coat all bolts and nuts, except stainless steel bolts and nuts, with same coating specified in Section 09 91 00, Painting, for material of pipe and fittings being joined.

9. Thermoplastic Pipe Joints:

- a. Solvent Cement Welded Joints:
 - 1) Bevel pipe ends and remove all burrs before making joint. Clean pipe and fittings thoroughly. Do not make solvent cement joints if temperature is below 40 degrees F. Do not make solvent cement welded joints in wet conditions.

- 2) Use solvent cement supplied or recommended by pipe manufacturer.
- 3) Apply joint primer and solvent cement and assemble joints in accordance with recommendations and instructions of manufacturer of joint materials and pipe manufacturer.
- 4) Implement appropriate safety precautions when using joint primers and solvent cements. Allow air to circulate freely through pipelines to allow solvent vapors to escape. Slowly admit fluid when flushing or filling pipelines to prevent compression of gases within pipes.

b. Threaded Joints:

- 1) Cut pipe square and smooth and remove burrs or raised edges with a knife or file.
- 2) Hold pipe firmly in a pipe vise. Protect pipe at the point of grip by inserting a rubber sheet or other material between pipe and vise.
- 3) Thread pipe in accordance with pipe manufacturer's recommendations. Brush threads clean of chips and ribbons.
- 4) After threading pipe, starting with second full thread, and continuing over thread length, wrap 100-percent virgin TFE (Teflon) thread tape in direction of threads. Overlap each wrap by one-half width of tape.
- 5) After application of the TFE thread tape, screw fitting or coupling onto the pipe end to be joined and tighten by hand. Using a strap wrench only, further tighten connection an additional one to two threads past hand tightness.

c. Bell and Spigot Joints:

- 1) Bevel pipe ends, remove all burrs, and provide a reference mark at correct distance from pipe end before making joint.
- 2) Clean spigot end and bell thoroughly before making the joint. Insert Oring gasket while ensuring that gasket is properly oriented. Lubricate spigot with manufacturer's recommended lubricant. Do not lubricate bell and O-ring. Insert spigot end of pipe carefully into bell until reference mark on spigot is flush with bell.

3.2 THRUST RESTRAINT

A. Provide thrust restraint on all pressure piping systems and where otherwise shown or specified.

B. Restrained Pipe Joints:

- 1. Pipe joints shall be restrained by means suitable for the type of pipe being installed.
 - a. Prestressed Concrete Cylinder Pipe Joints: Restrain utilizing clamp type restrained joint, snap ring-type restrained joint, or by welding. Concrete pipe requiring restraint shall have sufficient longitudinal steel reinforcement provided to handle the thrust forces at a maximum design stress of 12,500 psi. Thrust forces in the longitudinals must be transmitted directly to steel joint bands using welded connections sufficient to carry stresses involved. No allowance for concrete to handle tensile forces is allowed. Thrust restraint shall be in accordance with ANSI/AWWA Manual M-9.

- c. Ductile Iron, Push-on Joints and Mechanical Joints: Restrain with a proprietary restrained joint system as specified in Section 40 05 19. Ductile iron pipe, lugs, and tie rods, or other joint restraint systems approved by ENGINEER. Restrain ductile iron pipe connected by flexible couplings or flanged coupling adapters by harnessing across the coupling or adapter using tie rods or extended bolts connecting between flanges.
- d. Steel Pipe Joints: Provide butt-welded joints, lap welded joints, flanged joints, or mechanical coupling connections as shown and specified in Exposed Piping Schedule. Provide tie rods connected to lugs welded to the steel pipe for restraint at mechanical couplings.
- e. Thermoplastic, FRP and HDPE Joints: Where bell and spigot-type or other non-restrained joints are utilized, provide tie rods across the joint or other suitable joint restraint system, subject to approval of ENGINEER.

3.3 WORK AFFECTING EXISTING PIPING

- A. Location of Existing Piping:
 - 1. Locations of existing piping shown on Drawings is approximate.
 - 2. Determine the true location of existing piping to which connections are to be made, crossed, and that could be disturbed, and determine location of other facilities that could be affected by the Work.
- B. Taking Existing Pipelines Out of Service:
 - 1. Conform to Section 01 14 16, Coordination with Owner's Operations.
- C. Work on Existing Pipelines:
 - 1. Cut or tap pipes as shown or required with machines and tools specifically designed for cutting or tapping pipelines.
 - 2. Install temporary plugs to prevent entry of mud, dirt, water, and debris into pipe.
 - 3. Provide necessary adapters, sleeves, fittings, pipe, and appurtenances required to complete the Work.
 - 4. Conform to applicable requirements of Section 01 14 16, Coordination with Owner's Operations and Section 01 73 24, Connections to Existing Facilities.

3.4 PAINTING

A. Field painting shall conform to Section 09 91 00, Painting.

3.5 FIELD QUALITY CONTROL

- A. Testing, General:
 - 1. Test all piping, except as exempted in the Exposed Piping Schedule.
 - 2. Notification:
 - a. Notify ENGINEER at least 48 hours prior to testing.
 - b. When authorities having jurisdiction are to witness tests, notify ENGINEER and authorities having jurisdiction in writing at least 48 hours in advance of testing.
 - 3. Conduct all tests in presence of ENGINEER.
 - 4. Remove or protect pipeline-mounted devices that could be damaged by testing.

- 5. Provide all apparatus and services required for testing, including:
 - a. Test pumps, compressors, hoses, calibrated gages, meters, test containers, valves, fittings, and temporary pumping systems required to maintain OWNER's operations.
 - b. Temporary bulkheads, bracing, blocking, and thrust restraints.
- 6. Provide air if an air test is required, power if pumping is required, and gases if gases are required.
- 7. Unless otherwise specified, OWNER will provide fluid required for hydrostatic testing. CONTRACTOR shall provide means to convey fluid for hydrostatic testing into the pipe being tested. CONTRACTOR shall provide fluid for other types of testing required.
- 8. Repair observed leaks and repair pipe that fails to meet acceptance criteria. Retest after repair.
- 9. Unless otherwise specified, testing shall include existing piping systems that connect with new piping system. Test existing pipe to nearest valve. Piping not installed by CONTRACTOR and that fails the test shall be repaired upon authorization of ENGINEER or OWNER. Repair of existing piping will be paid as extra work unless otherwise specified.

B. Test Schedule:

- 1. Refer to the Exposed Piping Schedule for type of test required and required test pressure.
- 2. Unless otherwise specified, the required test pressures are at lowest elevation of pipeline segment being tested.
- 3. For piping not listed in Exposed Piping Schedule:
 - a. Hydrostatically test pipe that will convey liquid at a pressure greater than five psig. Provide process air pipe test for pipe that will convey air or gas under pressure or vacuum, except chlorine gas, which requires a separate test.
 - b. Disinfect for bacteriological testing piping that conveys potable water.

4. Test Pressure:

- a. Use test pressures listed in Exposed Piping Schedule.
- b. If test pressure is not listed in Exposed Piping Schedule, or if a test is required for piping not listed in the Exposed Piping Schedule, test pressure will be determined by the ENGINEER based on the maximum anticipated sustained operating pressure and the methods described in the applicable ANSI/AWWA manual or standard that applies to the piping system.

C. Hydrostatic Testing:

- 1. Preparation for Testing:
 - a. For thermoplastic pipe and FRP pipe, follow procedures described in Section 7 of ANSI/AWWA Standard C605.
 - b. For HDPE pipe, follow procedures described in ASTM F2164. Test duration, including time to pressurize, time for initial expansion, time at test pressure, and time to depressurize, shall not exceed eight hours. If retesting of a test section or pipeline is required, at least eight hours shall elapse between tests.

- c. For steel pipe, follow procedures described in AWWA Manual M11. Wetting period is not required for pipe that is not cement-lined.
- d. For other piping follow procedures described in AWWA Manual M9. A wetting period is not required for pipe that is not cement mortar-lined.
- e. Prior to testing, ensure that adequate thrust protection is in place and all joints are properly installed.

2. Test Procedure:

- a. Fill pipeline slowly to minimize air entrapment and surge pressures. Fill rate shall not exceed one foot of pipe length per second in the pipe being tested.
- b. Expel air from pipe as required. Obtain approval of ENGINEER prior to tapping pipe for expelling air.
- c. Examine joints and valves, and make repairs to eliminate visible leakage.
- d. After specified wetting period, add fluid as required to pressurize line to required test pressure. Maintain test pressure for a stabilization period of ten minutes before beginning test.
- e. HDPE Pipe: After filling pipeline, gradually pressurize pipe to test pressure and maintain required test pressure for three hours for pipe to expand. During expansion, add fluid to maintain required test pressure. Begin timed test period after expansion period and other requirements are met.
- f. Timed test period shall not begin until after the pipe has been filled, exposed to the required wetting period, air has been expelled, and pressure stabilized.
- g. Timed Test Period: After the stabilization period, maintain test pressure for at least two hours. During timed testing period, add fluid as required to maintain pressure within five psig of required test pressure. For HDPE pipe, after three hour expansion phase, reduce test pressure by ten psig and do not add liquid. The test pressure shall then remain steady for one hour, indicating no leakage.
- h. Pump from a test container to maintain test pressure. Measure volume of fluid pumped from test container and record on test report. Record pressure at test pump at fifteen minute intervals for duration of test.
- 3. Allowable Leakage Rates: Leakage is defined as the quantity of fluid supplied to pipe segment being tested to maintain pressure within five psi of the test pressure during timed test period. Allowable leakage rates for piping are:
 - a. No Leakage: Pipe with flanged, welded, fused, threaded, soldered, or brazed joints.
 - b. Rates based on formula or table in AWWA Manual M41:
 - 1) Metal and fiberglass pipe joined with rubber gaskets as sealing members, including the following joint types:
 - a) Bell and spigot and push-on joints.
 - b) Mechanical joints.
 - c) Bolted sleeve type couplings.
 - d) Grooved and shouldered couplings.
 - c. Rates based on make-up allowance in AWWA Manual M9:
 - 1) Prestressed concrete cylinder pipe and other types of concrete pipe joined with O-ring rubber gasket sealing members.
 - d. Rates based on formula or table in ANSI/AWWA C605:

1) Plastic pipe joined with O-ring gasket sealing members.

3.6 CLEANING AND DISINFECTION

- A. Cleaning, General: Clean pipe systems as follows:
 - 1. Thoroughly clean all piping, including flushing with water, dry air, or inert gas as required, in a manner approved by ENGINEER, prior to placing in service. Flush chlorine solution and sodium hypochlorite piping with water.
 - 2. Piping 24-inch diameter and larger shall be inspected from inside and debris, dirt and foreign matter removed.
 - 3. For piping that requires disinfection and has not been kept clean during storage or installation, swab each section individually before installation with a five percent hypochlorite solution.

B. Disinfection:

- 1. Disinfect all potable and finished water piping.
- 2. A suggested procedure for accomplishing complete and satisfactory disinfection is specified below. Other procedures may be considered for acceptance by ENGINEER.
 - a. Prior to disinfection, clean piping as specified and flush thoroughly.
 - b. Conform to procedures described in ANSI/AWWA C651. Continuous feed method of disinfecting shall be used, unless alternative method is acceptable to ENGINEER.
- 3. Water for initial flushing, testing, and disinfection will be furnished by OWNER. CONTRACTOR shall provide all temporary piping, hose, valves, appurtenances, and services required. Cost of water required for re-disinfection will be paid by CONTRACTOR to OWNER at the water utility's standard rates.
- 4. Bacteriologic tests will be performed by OWNER. A certified test laboratory report will be provided to CONTRACTOR, if requested.

3.7 EXPOSED PIPING SCHEDULE

- A. The schedules listed below, following the "End of Section" designation, are a part of this Specification section.
 - 1. Table 40 05 05-A, Exposed Piping Schedule.

+ + END OF SECTION + +

TABLE
OF 05. A EXPOSED DIPING SCHEDIT

		Pr	U. U.S. CO. CO.	TOTED IV	40 03 03-A, EAI OSED I II ING SCHEDOLE			
					Pressure			
	Diameter		Interior	Interior Exterior	Class/			
Service	(inch)	Material	Lining	Lining Coating	Thickness	Joint	Test	Remarks
Thickened Sludge (TS)	8	PVC	:	-	DR 18	FL	HYD (150)	
Thickened Sludge (TS) (fittings)	8	DI	CE	Ь	250	FL	HYD (150)	Only Fittings

The following abbreviations are used in the Exposed Piping Schedule.

A. Service Abbreviations

Service	Abbrev.	Service	Abbrev.
Sanitary Force Main	SFM	Overflow	OF
Raw Water	RW	Centrate	CEN
Potable Water	PW	Filtrate	FILT
City Water	CW	Scum	SCUM
Non-Potable Water	NPW	Primary Sludge	PS
Plant Effluent Water	PEW	Return Activated Sludge	RAS
Spray Water	SPW	Waste Activate Sludge	WAS
Backwash Water	BW	Thickened Sludge	TS
Hot Water Supply	HWS	Mixed Sludge	MS
Hot Water Return	HWR	Digested Sludge	DS
Influent	INF	Chlorine Solution	CLS
Effluent	EFF	Sodium Hydroxide (Caustic)	NAOH
Drain	DR	Sodium Hypochlorite	NAOCL
Process Air	PA	Polymer Solution	POLYS
Instrument Air	IA	Alum	AL
Digester Gas	DIG	Hydraulic Fluid	HF
Chlorine Gas	CLG	Fuel Oil	FO
Wastewater	WW	Lube Oil	LO

B. Material Abbreviations

Material	Abbrev	Material	Abbrev.
Ductile Iron	DI	Polyvinyl Chloride	PVC
Cast Iron	CI	Chlorinated Polyvinyl	CPVC
		Chloride	
Carbon Steel	CS	Polyethylene	PE
Stainless Steel	SS	High Density Polyethylene	HDPE
Copper	C	Fiberglass Reinforced	FRP
		Plastic	
Prestressed Concrete	PCCP		
Cylinder Pipe			
Non-Prestressed Concrete	CCP		
Cylinder Pipe			
Steel Cylinder Pipe	SCP		

C. Lining/Coating Abbreviations

Lining	Abbrev	Coating	Abbrev.
Cement Mortar Lined	CL	Painted	P
Glass Lined	GL	Insulated	I
Ceramic Epoxy	CE	Galvanized	Galv
Fusion Bonded Epoxy	FBEL		
Lined			
Plastic Lined	PL		

D. Joint Abbreviations

Joint Type	Abbrev	Joint Type	Abbrev.
Bell and Spigot	BS	Flanged	Flg
Restrained Bell and Spigot	RBS	Butt Weld	BW
Push-on Joint	POJ	Lap Weld	LW
Restrained Push-on Joint	RPOJ	Butt Fusion Weld	BFW
Mechanical Joint	MJ	Solvent Weld	SW
Restrained Mech. Joint	RMJ	Sleeve-type Flexible	SLFC
		Coupling	
Soldered	Sd	Split Flexible Coupling	SPFC
Brazed	Bz	Plasticized PVC Coupling	PPVC
Threaded	Thd	Grooved or Shouldered	GSEC
		End Coupling	

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E. Test Abbreviations

Test	Abbrev	Test	Abbrev.
Hydrostatic Test (test	HYD()	Disinfection and	DBT
pressure in psig)		Bacteriological Testing	
Process Air Pipe Test (test	PA ()	Examination of Welds	EW
pressure in psig)			
Chlorine Pipe Test	CL	Exfiltration Test	EX
		No Test Required	NR

+ + END OF SECTION + +

SECTION 40 05 19

DUCTILE IRON PROCESS PIPE

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish ductile iron pipe and fittings.
- 2. Extent of piping is shown on the Drawings. Piping schedules in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation, specify pipe service, diameter, material, lining, coating, pressure rating, joint type, and testing required.

B. Coordination:

1. Review installation procedures under this and other Sections and coordinate installation of items to be installed with or before ductile iron pipe Work.

C. Related Sections:

- 1. Section 31 20 00 Earth Moving.
- 2. Section 09 91 00, Painting.
- 3. Section 33 05 05, Buried Piping Installation.
- 4. Section 40 05 05, Exposed Piping Installation.

1.2 REFERENCES

- A. Standards referenced in this Section are:
 - 1. ANSI B18.2.1, Square and Hex Bolts and Screws Inch Series.
 - 2. ANSI B18.2.2, Square and Hex Nuts. (Inch Series).
 - 3. ASTM A193, Alloy Steel and Stainless Steel Bolting Materials for High-Temperature Service.
 - 4. ASTM A194, Specification for Carbon Steel and Alloy Steel Nuts for Bolts for High-Pressure or High-Temperature Service, or Both.
 - 5. ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
 - 6. ASTM A354, Specification for Quenched and Tempered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners.
 - 7. ASTM A563, Specification for Carbon and Alloy Steel Nuts.
 - 8. ASTM B117, Practice for Operating Salt Spray (Fog) Apparatus.
 - 9. ASTM C283, Test Methods for Resistance of Porcelain Enameled Utensils to Boiling Acid.
 - 10. ASTM D714, Test Method for Evaluating Degree of Blistering of Paints.
 - 11. ASTM D792, Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
 - 12. ASTM D5162, Discontinuity (Holiday) Testing of Non-Conductive Protective Coating on Metallic Substrates.
 - 13. ASTM E96, Test Methods for Water Vapor Transmission of Materials.

- 14. ASTM G14, Test Method for Impact Resistance of Pipeline Coatings (Falling Weight Test).
- 15. ASTM G62, Test Methods for Holiday Detection in Pipeline Coatings.
- 16. ASTM G95, Test Methods for Cathodic Disbondment Test of Pipeline Coatings (Attached Cell Method).
- 17. ANSI/AWWA C104, Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water.
- 18. ANSI/AWWA C110, Ductile Iron and Gray Iron Fittings for Water.
- 19. ANSI/AWWA C111, Rubber-Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
- 20. ANSI/AWWA C115, Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Flanges.
- 21. ANSI/AWWA C116, Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile Iron and Gray Iron Fittings for Water Service.
- 22. ANSI/AWWA C151, Ductile Iron Pipe, Centrifugally Cast, for Water.
- 23. ANSI/AWWA C153, Ductile Iron Compact Fittings, 3 inch through 24 inch and 54 inch through 64 inch for Water Service.
- 24. ANSI/AWWA C606, Grooved and Shouldered Type Joints.
- 25. European Standard (EN), EN 598: Ductile Iron Pipe, Fittings, Accessories and Their Joints for Sewerage Applications.
- 26. MSS-SP 60, Connecting Flange Joint Between Tapping Sleeves and Tapping Valves.
- 27. NACE RP0188, Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
- 28. NAPF 500-03, Surface Preparation Standard for Ductile Iron Pipe and Fittings Receiving Special External Coatings and/or Special Internal Linings.
- 29. NSF/ANSI 61, Drinking Water System Components Health Effects.
- 30. SSPC PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.
- 31. SSPC Painting Manual, Volume 1, Para. XIV.

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer:

- a. Manufacturer shall have a minimum of five years successful experience producing ductile iron pipe and fittings and shall be able to show evidence of at least five installations in satisfactory operation in the United States that are similar applications to the specified service.
- b. Lining and coating products shall be manufactured by a firm with a minimum of five years successful experience in protecting pipelines exposed to the specified service conditions, and shall be able to show evidence of at least five installations in satisfactory operation in the United States that are similar applications to the specified service.
- c. When not applied by the manufacturer, lining and coating Subcontractor shall have a minimum of five years successful experience in the application of the specified linings and coatings for similar applications for the specified service, and shall be able to show evidence of at least five installations in satisfactory operation in the United States.

B. Supply and Compatibility:

- 1. Unless otherwise approved, obtain all pipe, fittings, and appurtenances included in this Section from a single ductile iron pipe manufacturer.
- 2. Ductile iron pipe manufacturer shall review and approve or prepare all Shop Drawings and other submittals for pipe, fittings, and appurtenances furnished under this Section.
- 3. Pipe, fittings, and appurtenances shall be suitable for the specified service and shall be integrated into overall piping system by ductile iron pipe manufacturer.
- 4. Ductile iron pipe manufacturer shall be responsible for all products and all factory-applied linings and coatings, whether installed at pipe manufacturer's facility or at manufacturer's Supplier's facility.

C. Regulatory Requirements:

Pipe and fittings, including linings and coatings, that will convey potable water or
water that will be treated to become potable, shall be certified by an accredited
organization in accordance with NSF/ANSI 61 as being suitable for contact with
potable water, and shall comply with requirements of authorities having jurisdiction
at Site.

1.4 SUBMITTALS

- A. Action Submittals: Submit the following with Shop Drawings required under Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation:
 - 1. Shop Drawings:
 - a. Detailed drawings and data for pipe, fittings, gaskets, appurtenances, linings, and coatings.

2. Product Data:

- a. Surface preparation and application reports and procedures as required for lining and coating of pipe and fittings. Ductile iron pipe and fitting manufacturer and manufacturer and applicator of lining and coating, as specified, shall mutually determine recommended surface preparation and application methods, and provide written verification of mutually selected method in the submittals.
- 3. Test Procedures: For linings and coatings in pipe and fittings.

B. Informational Submittals: Submit the following:

- 1. Certificates:
 - a. Submit certificate signed by manufacturer of each product that product conforms to applicable referenced standards and the Contract Documents.
 - b. Submit certificate signed by applicator of the linings and coatings stating that product to be applied conforms to applicable referenced standards and that the applicator shall conform to the Contract Documents.
 - Submit Manufacturer's Certification stating that the fittings are lined as specified on this specification. The liner shall be NSF approved. Submit NSF certification.
- 2. Source Quality Control Submittals:
 - a. Submit results of specified shop tests for pipe, fittings, linings, and coatings.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Refer to Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.
- B. Handling of Pipe and Fittings Lined with Ceramic Epoxy, Fusion Bonded Epoxy, or Glass: Lifting devices shall not come into contact with lined surfaces. Use hooks, forks, chains, straps, and other lifting devices only on exterior of pipe and fittings. Pipe and fittings with damaged lining shall be replaced regardless of cause of damage.
- C. Handling of Fittings Coated with Fusion Bonded Epoxy: Hooks, forks, chains, straps, and other lifting devices shall be rubber-coated and be used only on exterior of fittings in manner to avoid damaging coating. If coating becomes damaged, notify pipe and coating manufacturer to determine if repair of damaged area or re-coating is required. Perform repairs using recommended procedures and materials provided by manufacturer, as accepted by ENGINEER. Pipe and fittings requiring re-coating shall be removed from Site and returned to manufacturer's facility. Repaired or re-coated pipe and fittings shall comply with requirements of this Section.

PART 2 – PRODUCTS

2.1 MATERIALS

A. General:

- 1. Piping systems shall be suitable for their intended use.
- 2. Joints shall be as specified in Section 33 05 05, Buried Piping Installation and Section 40 05 05, Exposed Piping Installation. If not specified, provide flanged joints for exposed piping and push-on or mechanical joints for buried piping. Provide couplings on pipe with plain or grooved ends where shown or where approved by ENGINEER.

B. Ductile Iron Pipe, Joints, and Fittings:

- 1. Flanged Pipe: Fabricate in accordance with ANSI/AWWA C115.
 - a. Pressure Rating: As specified in piping schedule in Section 40 05 05, Exposed Piping Installation. If not otherwise specified, use Special Thickness Class 53 for three-inch to 54-inch diameter pipe and Pressure Class 350 for 60-inch and 64-inch diameter pipe.
- 2. Non-Flanged Pipe: Conform to ANSI/AWWA C151 for material, pressure, dimensions, tolerances, tests, markings, and other requirements.
 - a. Pressure Class: As specified in piping schedules in Section 33 05 05, Buried Piping Installation and Section 40 05 05, Exposed Piping Installation.
 - b. Special Thickness Class: As specified in piping schedules in Section 33 05 05, Buried Piping Installation and Section 40 05 05, Exposed Piping Installation.

3. Pipe Joints:

a. Flanged Joints: Conform to ANSI/AWWA C110 and ANSI/AWWA C111 capable of meeting the pressure rating or special thickness class, and test

pressure specified in piping schedule in Section 40 05 05, Exposed Piping Installation.

- 1) Gaskets: Unless otherwise specified, gaskets shall be at least 1/8-inch thick, ring or full-face as required for the pipe, of synthetic rubber compound containing not less than 50 percent by volume nitrile or neoprene, and shall be free from factice, reclaimed rubber, and other deleterious substances. Gaskets shall be suitable for the service conditions specified, specifically designed for use with ductile iron pipe and fittings.
- 2) Bolts: Comply with ANSI B18.2.1.
 - a) ASTM A193, Grade B8M, Class 2, Heavy hex, Type 316 stainless steel.
- 3) Nuts: Comply with ANSI B18.2.2.
 - a) ASTM A194, Grade B8M, Heavy hex, Type 316 stainless steel.
- b. Mechanical Joints: Comply with ANSI/AWWA C111 and ANSI/AWWA C151, capable of meeting pressure rating or special thickness class, and test pressure specified in piping schedules in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.
 - 1) Glands: Ductile iron.
 - 2) Gaskets: Plain tip.
 - 3) Bolts and Nuts: High strength, low alloy steel.
 - 4) Manufacturers: Provide products of one of the following:
 - a) Clow Water Systems Company
 - b) Atlantic States Cast Iron Pipe Company
 - c) Canada Pipe Company, Ltd.
 - d) McWane Cast Iron Pipe Company
 - e) Pacific States Cast Iron Pipe Company
 - f) Griffin Pipe Products Co.
 - g) American Cast Iron Pipe Co.
 - h) U.S. Pipe and Foundry Co.
 - i) Or equal.
- c. Push-On Joints: Comply with ANSI/AWWA C111 and ANSI/AWWA C151, capable of meeting pressure class or special thickness class, and test pressure specified in piping schedules in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.
 - 1) Gaskets: Vulcanized SBR, unless otherwise specified.
 - 2) Stripes: Each plain end shall be painted with a circular stripe to provide a guide for visual check that joint is properly assembled.
 - 3) Products and Manufacturers: Provide one of the following:
 - a) Tyton or Fastite Joint by Clow Water Systems, Atlantic States Cast Iron Pipe Company, Canada Pipe Company, Ltd., McWane Cast Iron Pipe Company, Pacific States Cast Iron Pipe Company, and Griffin Pipe Products Company.
 - b) Fastite Joint by American Cast Iron Pipe Company.
 - c) Tyton Joint by U.S. Pipe and Foundry Company.
 - d) Or equal.
- e. Restrained Joints: Restrained push-on joints shall be capable of being deflected after full assembly. Field cuts of restrained pipe are not allowed without approval of ENGINEER.

- 1) Products and Manufacturers: Provide restrained joints for mechanical joint piping by one of the following:
 - a) Megalug, Series 1100, by EBBA Iron Sales, Inc.
 - b) MJ Coupled Joint, by American Cast Iron Pipe Co.
 - c) MJ Field Lok, by U.S. Pipe and Foundry Co.
 - d) Or equal.
- 2) Products and Manufacturers: Provide restrained joints for push-on joint piping by one of the following:
 - a) Super-Lock Joint Pipe, by Clow Water Systems, a division of McWane, Inc.
 - b) Lok-Ring Joint, or Flex-Ring Joint, by American Cast-Iron Pipe Company.
 - c) TR Flex Joint, by U.S. Pipe and Foundry Company.
 - d) Snap-Lok, by Griffin Pipe Products Company.
 - e) Or equal.
- 4. Flanged and Push-On Joint Fittings: Comply with ANSI/AWWA C110 and ANSI/AWWA C111.
 - a. Material: Ductile iron.
 - b. Pressure rating, gaskets, bolts, and nuts shall be as specified for flanged joints. Pressure rating of fittings shall meet, but not exceed, specified pressure rating or special thickness class of the connected pipe.
- 5. Mechanical Joint Fittings: Comply with ANSI/AWWA C110 and ANSI/AWWA C111.
 - a. Material: Ductile iron.
 - b. Glands: Ductile iron.
 - c. Pressure rating, gaskets, bolts, and nuts shall be as specified for mechanical joints. Pressure rating of fittings shall meet, but not exceed, specified pressure rating or special thickness class of connected pipe.

C. Lining, General:

The standard of quality for interior liquid epoxy lining shall be a two component, amine cured novalac epoxy containing a minimum of 20% by volume ceramic pigmentation. The lining shall be coal tar free (polycyclic aromatic hydrocarbons) and HAPS free (hazardous air polluting solvents), and containing no less than 97% solids by volume. The following properties are minimum performance test requirements and must be obtained from 40 mil DFT films of lining material applied to the specified substrate and certified by the lining manufacturer.

1. Typical Service Conditions:

Property	Thickened Sludge
	and Drain
Fluid(s) Conveyed Through Pipe	Thickened Sludge
pH range	4 – 7
Temperature Range (degrees F)	60-100
Maximum Fluid Velocity (fps)	8 ft/s

Lining Type	Amine Cured Epoxy

2. Surface Preparation:

- a. Initial Surface Inspection: Surface to be lined shall be inspected by pipe and fitting manufacturer and applicator, if applicator is other than pipe and fitting manufacturer. Inspecting parties shall inspect surface to be coated and mutually determine recommended surface preparation method.
- b. Surface Preparation: Prepare surface in accordance with recommended method. All pipe and fittings shall be delivered to the application facility without cement or asphalt lining or any other lining on the interior surface.
- c. Finished Surface Inspection: Lining applicator shall inspect finished surface prior to application to determine acceptability. If surface is unacceptable, repeat surface preparation as necessary. Upon completion of inspection as outlined above, all surface preparation shall be in strict accordance with NAPF 500-03 revision dated 2/14/2006.

2. Application:

Application of the lining material may only be performed by approved firms as designated by the manufacturer or its authorized representative.

- a. Upon completion of the blast cleaning operation, the lining material should be applied to the interior of the pipe within 12 hours in order to avoid any possible post blast surface contamination. Any area found to have rust bloom prior to application must be reblasted.
- b. The barrel of the pipe from the inside shoulder of the gasket groove to the end of the interior spigot shall receive a nominal coating of 40 mils dry film thickness of the protective lining. If flange fittings or pipe are included, the lining must not be used on the face of the flange. All fittings shall be lined with 40 mils nominal of the protective lining.
- c. Due to the tolerances involved, the gasket groove and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum dry film thickness of un-reduced material. Application shall be by brush with care taken to ensure the coating is smooth and without excess buildup in the gasket groove or on the spigot end. No coating application to the gasket groove and spigot shall take place prior to lining of the pipe barrel.

3. Inspection:

- a. Each pipe joint and fitting shall be marked in accordance with the application date of the lining system including its numerical sequence of application for that date. Applicator may be required to maintain such records for a reasonable period of time.
- b. Dry film thickness determination for all DIP and Fittings must be checked and verified using a properly calibrated magnetic film thickness gauge and testing shall be accomplished using the method outlined in SSPC-PA-2 Film Thickness Rating.
- c. The barrel of all pipe and fittings shall undergo a non-destructive 2,500- volt

pinhole test. Any pinholes detected must be repaired based upon lining manufacturer's written recommendations.

3. Certification:

The pipe or fitting manufacturer must supply a written certificate attesting to the fact that the applicator met the requirements of this specification, that the material used was as specified, and that the material was applied as required by the specification.

4. Products and Manufacturers:

The lining shall be NSF approved:

a. Cermapure PL90 liner as manufactured by Induron Protective Coatings or b. Approved equal by the Engineer.

D. Cement-mortar Lining:

1. Where specified in piping schedules included with Section 33 05 05, Buried Piping Installation and Section 40 05 05, Exposed Piping Installation, pipe and fittings shall be lined with bituminous seal coated cement-mortar lining in accordance with ANSI/AWWA C104.

2.2 MARKING FOR IDENTIFICATION

- A. In addition to identification markings specified in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation, also stamp, mark, and identify push-on joint and mechanical joint pipe with:
 - 1. Name or trademark of manufacturer.
 - 2. Weight, class or nominal thickness, and casting period.
 - 3. Country where cast.
 - 4. Year the pipe was produced.
 - 5. Letters "DI" or "Ductile" shall be cast or metal stamped
- B. In addition to identification markings specified in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation, also stamp, mark, and identify flanged pipe with:
 - 1. Flange manufacturer's mark, size, and letters "DI" cast or stamped on the flanges.
 - 2. Fabricator's mark if other than flange manufacturer.
 - 3. Length and weight.
- C. In addition to identification markings specified in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation, also stamp, mark, and identify fittings with:
 - 1. Manufacturer's identification.
 - 2. Pressure rating.
 - 3. Nominal diameters of openings.
 - 4. Country where cast.
 - 5. Number of degrees or fraction of the circle on bends.
 - 6. Letters "DI" or "Ductile" cast on them.

2.3 EXTERIOR SURFACE PREPARATION AND COATINGS

A. General Coating Requirements:

1. Coating types are specified in piping schedules in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.

B. Exposed Pipe and Fittings:

- 1. Surface Preparation:
 - a. Initial Surface Inspection: Pipe and fitting manufacturer and coating applicator shall inspect surface to be coated and mutually determine recommended NAPF 500-03 surface preparation method.
 - b. Surface Preparation: Prepare surface in accordance with recommended NAPF 500-03 method.
 - c. Finished Surface Inspection: Prepared surfaces shall be inspected by coating applicator prior to application to determine acceptability of finished surface. If surface is unacceptable, repeat surface preparation and re-application as necessary.
- 2. After recommended surface preparation, prime coat exterior ferrous metal surfaces of pipe and fittings in the shop in accordance with Section 09 91 00, Painting.
- 3. Field painting shall comply with Section 09 91 00, Painting.

C. Buried Pipe and Fittings:

1. Asphaltic Coating: Where specified in piping schedule in Section 33 05 05, Buried Piping Installation, coat pipe and fittings with an asphaltic coating approximately one-mil thick, in accordance with ANSI/AWWA C151, ANSI/AWWA C115, ANSI/AWWA C110, and ANSI/AWWA C153, as applicable.

2. Fusion Bonded Epoxy Coating for Fittings:

- a. When specified in piping schedule in Section 33 05 05, Buried Piping Installation, fittings shall be factory coated with 100 percent solids, thermosetting, dry powder epoxy, in conformance with ANSI/AWWA C116.
- b. Apply coating utilizing a method, recommended by manufacturer that meets requirements of this Section, with finished dry film thickness of at least six mils, with exception of joint areas, which shall receive at least a four-mil dry film thickness coating. Heat and cure fittings in accordance with coating manufacturer's recommendations.
- c. Source Quality Control: Cut a test coupon from coated fitting no less than six inches in diameter, and approximately four inches long, and split coupon lengthwise into two equal sections. Surface preparation, application procedure, thickness, and curing parameters shall be the same for test coupon as for Project fittings. Perform the following tests on test coupon:
 - 1) Scribe coating material through to bare surface of fitting with an "X" across full length of test coupon. Immerse coupon for 500 hours in 150-degree F bath of distilled water. Coating shall show no signs of disbondment or blistering.
 - 2) Test coupon shall be impact tested using ASTM G14 test method with 20 in.-lbf impact applied near center of convex section of test coupon. Coating shall show no signs of cracking or disbondment without magnification.

- d. Manufacturer's Inspection and Certification:
 - 1) All coated fittings shall be visually inspected by manufacturer and show no sign of blisters, cracks, or lack of coverage.
 - 2) Check all coated fittings for coating thickness using magnetic film thickness gage utilizing method outlined in SSPC PA 2 Film Thickness Rating.
 - 3) Holiday-test all coated fittings in accordance with ASTM D5162, NACE RP0188, and SSPC Painting Manual Volume 1, Paragraph XIV, with low-voltage, wet sponge holiday detector. Repair methods and materials for holidays shall be as recommended by coating manufacturer and made prior to shipment to the Site.
- e. Products and Manufacturers: Provide one of the following:
 - 1) PipeClad 1500, by Valspar Corporation.
 - 2) Or equal.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect piping to assure that piping is free from defects in material and workmanship. Verify compatibility of pipe, fittings, gaskets, linings, and coatings.
- B. Visually inspect at the Site coated or lined pipe and fittings with ENGINEER and compare to approved Samples to verify lining continuity, surface gloss, and color, as applicable. Notify pipe manufacturer of damaged or unacceptable products. Pipe manufacturer shall visit the Site and perform testing to verify conformance with the Contract Documents to determine if products require replacement or repair. Repair or replace unacceptable products at no cost to OWNER.

3.2 INSTALLATION AND FIELD QUALITY CONTROL

- A. For buried piping installation and testing, refer to Section 33 05 05, Buried Piping Installation.
- B. For exposed piping installation and testing, refer to Section 40 05 05, Exposed Piping Installation.

+ + END OF SECTION + +

SECTION 40 05 31

THERMOPLASTIC PROCESS PIPE

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install thermoplastic piping and fittings.
- 2. Extent of piping is shown and shall be in accordance with piping schedules in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.

B. Coordination:

1. Review installation procedures under this and other Sections and coordinate installation of items to be installed with or before thermoplastic piping Work.

C. Related Sections:

- 1. Section 33 05 05, Buried Piping Installation.
- 2. Section 40 05 05, Exposed Piping Installation.

1.2 REFERENCES

A. Standards referenced in this Section are:

- 1. ASTM D683, Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing.
- 2. ASTM D3139, Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
- 3. ASTM D3261, Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
- 4. ASTM D3350, Specification for Polyethylene Plastic Pipe and Fittings Materials.
- 5. ASTM F477, Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- 6. ASTM F1674, Standard Test Method for Joint Restraint Products for Use with PVC Pipe.
- 7. AWWA C900, Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In.-12 In. (100 mm-300 mm), for Water Transmission and Distribution
- 8. AWWA C906, Polyethylene (PE) Pressure Pipe and Fittings, 4 In. (100 mm) Through 63 In. (1,600 mm), for Water Distribution and Transmission.
- 9. NSF 14, Plastic Piping Systems Components and Related Material.

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer: Shall have a minimum of five years experience producing thermoplastic pipe and fittings substantively similar to the materials specified,

and shall be able to submit documentation of satisfactory service in at least five completed installations in operation for at least five years each.

2. Installer:

- a. Engage a single pipe installer who shall be responsible for all thermoplastic pipe Work, and who shall employ only tradesmen with specific skills and experience in the type of Work required.
- b. Installer shall have a minimum of five years experience installing thermoplastic pipe and fittings substantively similar to the materials specified and substantively similar to or larger than the scope of thermoplastic piping Work on the Project, and shall be able to submit documentation of satisfactory experience in at least five completed installations in operation for at least five years each.

B. Component Supply and Compatibility:

- 1. Obtain all materials included in this Section, regardless of component Supplier, from a single thermoplastic pipe Supplier. All pipe of each material type shall be furnished by the same manufacturer.
- 2. Thermoplastic pipe Supplier shall review and approve to prepare all Shop Drawings and other submittals for all materials furnished under this Section.
- 3. Materials shall be suitable for specified service conditions and shall be integrated into overall assembly by thermoplastic pipe Supplier.

1.4 SUBMITTALS

A. Action Submittals: Submit the following:

- 1. Shop Drawings:
 - a. Submit piping layout Shop Drawings in accordance with Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.
- 2. Product Data:
 - a. Submit product data on pipe, fittings, gaskets, hardware, and appurtenances sufficient to demonstrate compliance with the Contract Documents.

B. Informational Submittals: Submit the following:

- 1. Certificates:
 - a. Submit manufacturer's certificate of compliance standards referenced in this Section.
- 2. Source Quality Control Submittals:
 - a. When requested by ENGINEER, submit results of source quality control tests.
- 3. Qualifications Statements:
 - a. Submit qualifications of manufacturer when requested by ENGINEER.
 - b. Submit qualifications of installer when requested by ENGINEER.

1.5 DELIVERY, STORAGE AND HANDLING

A. Refer to Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.

PART 2 – PRODUCTS

2.1 SERVICE CONDITIONS

A. General:

- 1. Pipe materials shall be suitable for services intended. Refer to piping schedules in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.
- 2. Pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, and other defects. Unless otherwise shown or indicated, pipe shall be uniform in color, opacity, density, and other physical properties.
- 3. Comply with NSF 14.
- 4. Buried pipe shall be capable of withstanding external live load, including impact, equal to AASHTO H-20 loading, with cover shown or indicated on the Drawings.
- 5. Pipe, fittings, and appurtenances in contact with potable water or water that will be treated to become potable shall be listed in ANSI/NSF 61 as being suitable for contact with potable water, and shall comply with requirements of the authorities having jurisdiction at the Site.

2.2 POLYVINYL CHLORIDE (PVC) PIPING

A. Buried PVC Pressure Pipe:

- 1. Manufacturers: Provide products of one of the following:
 - a. JM Eagle
 - b. Ipex, Inc.
 - c. Or equal.
- 2. Material:
 - a. Pipe shall comply with AWWA C900 or AWWA C905 (as applicable).
 - b. Material shall comply with ASTM D1784.
 - c. Wall Thickness: DR 18.
 - d. Fabricate pipe with ductile-iron pipe equivalent outside diameter.

3. Fittings:

a. Comply with AWWA C900, AWWA C905, or AWWA C907, as applicable.

4. Joints:

- a. Provide bell and spigot joints. Bell shall consist of an integral wall section to hold securely in place (and prevent displacement during assembly of joint) elastomeric O-ring gasket.
- b. Jointing lubricant shall be as recommended by pipe manufacturer.
- c. Provide elastomeric gaskets complying with ASTM F477 and ASTM D3139.
- d. Restrained Joints: Provide restrained joints where shown or indicated.
 - 1) Comply with Section 33 05 05, Buried Piping Installation.
 - 2) Proprietary Joint Systems: Comply with ASTM F1674. Provide restrained joint system by one of the following for bell and spigot joint PVC piping:
 - a) Ebaa Iron Sales, Inc.: Series 1500 and Series 1600 Restraint Harness for C900 Pipe; Megalug Series 2500, 2800, and 1100HV Restraint Harness for C905 Pipe.

- b) PV-LOK Series, by Sigma Corp.
- c) Or equal.

2.3 IDENTIFICATION

A. Pipe material identification requirements are in Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.

2.4 SOURCE QUALITY CONTROL

- A. Shop Tests:
 - 1. Pipe manufacturer shall maintain continuous quality control program.
 - 2. Where applicable and when requested by ENGINEER, submit results of source quality control tests specified in reference standards.
 - 3. CPVC plastic molding materials used for manufacturing pipe and fittings under this Section shall be tested for compliance with ASTM D1784.

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect pipe materials for defects in material and workmanship. Verify compatibility of pipe and fittings.

3.2 INSTALLATION

- A. For buried piping installation, refer to Section 33 05 05, Buried Piping Installation.
- B. For exposed piping installation, refer to Section 40 05 05, Exposed Piping Installation.

+ + END OF SECTION + +

SECTION 40 05 53

VALVES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

- 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install process valves, four-inch diameter and larger, and appurtenances, complete and operational.
- 2. Valves for digester gas and air have been specifically identified. All other valves are for liquid service.

B. Coordination:

1. Review installation procedures under this and other Sections and coordinate installation of items that must be installed with or before process valves Work.

C. Related Sections:

- 1. Section 09 91 00, Painting.
- 2. Section 33 05 05, Buried Piping Installation.
- 3. Section 40 05 05, Exposed Piping Installation.

1.2 REFERENCES

A. Standards referenced in this Section are listed below:

- 1. American Bearing Manufacturers Association (ABMA).
- 2. ANSI B16.1, Cast-Iron Pipe Flanges and Flanged Fittings.
- 3. ANSI B16.34, Valves-Flanged, Threaded and Welding end. (ASME B16.34).
- 4. API STD 598, Valve Inspection and Testing.
- 5. ASTM A126, Specification for Gray Iron Castings for Valves, Flanges and Pipe Fittings.
- 6. ASTM A193/A193M, Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
- 7. ASTM A194/A194M, Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure and High Temperature Service, or Both.
- 8. ASTM A240/A240M, Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
- 9. ASTM A276, Specification for Stainless Steel Bars and Shapes.
- 10. ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
- 11. ASTM A351/A351M, Specification for Castings, Austenitic, Austenitic-Ferritic (Duplex), for Pressure-Containing Parts.
- 12. ASTM A380, Practice for Cleaning, Descaling and Passivation of Stainless Steel Parts, Equipment and Systems.
- 13. ASTM A536, Specification for Ductile Iron Castings.

- 14. ASTM A564/A564M, Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless Steel Bars and Shapes.
- 15. ASTM A743/A743 M, Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant, for General Application.
- 16. ASTM B62, Specification for Composition Bronze or Ounce Metal Castings.
- 17. ASTM B98/B98M, Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.
- 18. ASTM B138/B138M, Specification for Manganese Bronze Rod, Bar and Shapes.
- 19. ASTM B265, Specification for Titanium and Titanium Alloy Strip, Sheet and Plate.
- 20. ASTM B584, Specification for Copper Alloy Sand Castings for General Applications.
- 21. ASTM D429, Test Methods for Rubber Property Adhesion to Rigid Substrates.
- 22. FS TT-C-494, Coating Compound, Bituminous, Solvent Type, Acid-Resistant.

1.3 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Manufacturer shall have minimum of five years of experience producing substantially similar materials and equipment to that required and be able to provide evidence of at least five installations in satisfactory operation for at least five years.

B. Component Supply and Compatibility:

- 1. Obtain each type of equipment and appurtenances included in this Section, regardless of the component manufacturer, from a single manufacturer of the type of process valve. For each type of valve, do not furnish valves of more than one manufacturer.
- 2. Supplier of each type of equipment specified shall review and approve or prepare all Shop Drawings and other submittals for all components associated with the type of process valve Supplier is furnishing.
- 3. Components shall be suitable for use in the specified service conditions. Components shall be integrated into the overall assembly by the process valve manufacturer.

1.4 SUBMITTALS

A. Action Submittals: Submit the following:

- 1. Shop Drawings:
 - a. Installation drawings showing orientation of valve in both plan and elevation view. Drawings shall clearly identify valve and its appurtenances, including controls, actuators, valve stems, and other components. Show dimensions of valves and appurtenances in relation to piping and structural and architectural components, where applicable.

2. Product Data:

- a. Product data sheets.
- b. Complete catalog information, including dimensions, weight, specifications, and identification of materials of construction of all parts.

- c. Corrosion resistance information to confirm suitability of valve materials for the application. Furnish information on chemical resistance of elastomers from elastomer manufacturer.
- d. Cv values and hydraulic headloss curves.

B. Informational Submittals: Submit the following:

- 1. Certificates:
 - a. Certificates of compliance with referenced standards, where applicable, including those of AWWA, NSF, and others required by ENGINEER.
 - b. Manufacturer's certification indicating all the valve wetted area and elastomeric material are suitable for use with thickened sludge at a pH of 4.
- 2. Manufacturer Instructions:
 - a. Submit manufacturer's instructions for handling, storing, and installing valves and appurtenances. Provide templates and setting drawings for valves and appurtenances that require anchor bolts or similar anchorages.
- 4. Source Quality Control Submittals:
 - a. Submit copies of shop test results and inspection data, certified by manufacturer.

C. Closeout Submittals: Submit the following:

- 1. Operations and Maintenance Data:
 - a. Furnish operation and maintenance manuals in accordance with Section 01 78 23, Operations and Maintenance Data.
 - b. Furnish in operations and maintenance manuals complete nameplate data for each valve.
- D. Maintenance Material Submittals: Submit the following:
 - 1. Spare Parts, Extra Stock Materials, and Tools:
 - a. Spare Parts and Extra Stock Materials: Furnish as specified for each valve type.
 - b. Tools: Furnish two sets of special tools (excluding metric tools, if applicable) for each size and type of valve furnished.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Packing, Shipping, Handling, and Unloading:
 - 1. Deliver materials and equipment to Site to ensure uninterrupted progress of the Work. Deliver anchorage products that are to be embedded in concrete in ample time to prevent delaying the Work.
 - 2. Inspect boxes, crates, and packages upon delivery to Site and notify ENGINEER in writing of loss or damage to materials and equipment. Promptly remedy loss and damage to new condition in accordance with manufacturer's instructions.
 - 3. Conform to Section 01 65 00, Product Delivery Requirements.

B. Storage and Protection:

1. Keep products off ground using pallets, platforms, or other supports. Store equipment in covered storage and prevent condensation and damage by extreme temperatures. Store in accordance with manufacturer's recommendations.

Protect steel, packaged materials, and electronics from corrosion and deterioration.

2. Conform to Section 01 66 00, Product Storage and Handling Requirements.

PART 2 - PRODUCTS

2.1 GENERAL

A. Valves, General:

- 1. Provide each valve with manufacturer's name and rated pressure cast in raised letters on valve body.
- 2. Provide valves with brass or Type 316 stainless steel nameplate attached with Type 316 stainless steel screws. Nameplates shall have engraved letters displaying the following minimum information:
 - a. Valve size.
 - b. Pressure and temperature ratings.
 - c. Application (other than water and wastewater).
 - d. Date of manufacture.
 - e. Manufacturer's name.
- 3. Provide valves to turn clockwise to close, unless otherwise specified.
- 4. Provide valves with permanent markings for direction to open.
- 5. Manually operated valves, with or without extension stems, shall require not more than 40-pound pull on manual operator to open or close valve against specified criteria. Gear actuator and valve components shall be able to withstand minimum pull of 200 pounds on manual operator and input torque of 300-foot pounds to actuator nut. Manual operators include handwheel, chainwheel, crank, lever, and T-handle wrench.

B. Valve Materials:

- 1. Valve materials shall be suitable for the associated valve's service or application, as shown.
- 2. Protect wetted parts from galvanic corrosion caused by contact of different metals.
- 3. Wetted components and wetted surfaces of valves used with potable water or water that will be treated to become potable shall conform to ANSI/NSF 61.
- 4. Clean and descale fabricated stainless steel items in accordance with ASTM A380 and the following:
 - a. Passivate all stainless steel welded fabricated items after manufacture by immersing in pickling solution of six percent nitric acid and three percent hydrofluoric acid. Temperature and detention time shall be sufficient for removing oxidation and ferrous contamination without etching surface. Perform complete neutralizing operation by immersing in trisodium phosphate rinse followed by clean water wash.
 - b. Scrub welds with same pickling solution or pickling paste and clean with stainless steel wire brushes or by grinding with non-metallic abrasive tools to remove weld discoloration, and then neutralize and wash clean.

C. Valve Joints:

- 1. Exposed Valves: Unless otherwise specified, provide with flanged ends conforming to ANSI B16.1. Pressure class of flanges shall be equal to or greater than specified pressure rating of the associated valve.
- 2. Buried Valves: Unless otherwise specified, provide with mechanical or push-on joints, restrained or unrestrained, as required by piping with which valve is installed.
- 3. For stainless steel bolting, except where nitrided nuts are required, use graphite-free anti-seize compound to prevent galling. Strength of joint shall not be affected by using anti-seize compound.

2.2 ECCENTRIC PLUG VALVES

- A. Manufacturers: Provide products of one of the following:
 - 1. DeZurik.
 - 2. Or equal.

B. General:

- 1. Provide eccentric-type plug valves each with rectangular ports.
- 2. Minimum Rated Working Pressure:
- a. Valves 12-inch Diameter and Smaller: 175 psig.
- b. Valves 14-inch through 72-inch Diameter: 150 psig.
- 3. Maximum Fluid Temperature: 180 degrees F.

4. Minimum Port Area:

- a. Valves 20-inch Diameter and Smaller: 80 percent of nominal pipe area.
- b. Valves Larger than 20-inch Diameter: 70 percent of nominal pipe area.
- 5. Packing and packing gland shall be externally adjustable and accessible without disassembling valve and without removing the actuator.
- 6. Valves shall provide drip-tight, bi-directional shutoff at rated pressures.
- 7. Plug shall have cylindrical seating surface eccentrically offset from center of plug shaft. Interface between plug face and body seat, with plug in closed position, shall be externally adjustable in the field with valve in the line while under pressure.
- 8. Plug shall be supported to top bearing by using spring that is externally adjustable.
- 9. For sludge service, plug valves shall allow pigging of the piping with line-size pigs.

C. Materials of Construction:

- 1. Body and Bonnet: 316 stainless steel ASTM A743
- 2. Plug:
 - a. Core: 316 Stainless Steel.
 - b. Plug Facing: Neoprene.
 - c. For valves up to eight-inch diameter, plugs shall be fully encapsulated with rubber. For valves larger than eight-inch diameter, provide plugs with rubber facing. Minimum thickness of rubber lining shall be 1/8-inch. Rubber hardness shall be a minimum of 70 (Shore A) durometer. Rubberto-metal bond shall withstand minimum 75-pound pull conforming to ASTM D429 Method B.

- 3. Seats: Minimum 1/8-inch welded overlay of minimum 90 percent pure nickel on surfaces contacting plug face. Seats shall provide contact area of at least 1/2-inch width all around.
- 4. Stem Bearings: Sintered, oil impregnated, permanently lubricated of Type 316 stainless steel.
- 5. Stem Seal: Multiple neoprene V-ring type.
- 6. All internal and external bolting and other hardware including pins, set screws, plug, studs, bolts, nuts and washers shall be Type 316 stainless steel.

D. Interior Coating and Lining:

1. Valves shall be coated inside. Steel, cast-iron, and ductile iron surfaces, except machined surfaces, shall be epoxy-coated in accordance with AWWA C550. Certify that epoxy coating will be suitable for sludge with pH of 4.

E. Shop Testing:

- 1. Operational Tests:
 - a. To demonstrate that complete assembly is workable, successfully operate each valve (with actuator mounted directly on valve) three times from fully closed to fully open position and reverse under no-flow condition.
- 2. Leakage Tests:
 - a. Test each valve for leaks while valve is in closed position.
 - b. Test valves at rated pressures. During test, valves shall be drip-tight. Test duration shall be at least five minutes for valves up to 20-inch diameter and ten minutes for valves larger than 20-inch diameter. Tests shall be repeated successfully with pressure in the unseating direction.
- 3. Hydrostatic Test: Test valves to an internal hydrostatic pressure equivalent to twice rated pressure of valve. During hydrostatic test, there shall be no leakage through metal, end joints, and shaft seal, nor shall any part be permanently deformed. Duration of hydrostatic test shall be sufficient to allow visual examination for leakage. Test duration shall be at least one minute for valves eight-inch diameter and smaller, three minutes for valves 10-inch through 20-inch diameter, and ten minutes for valves 24-inch diameter and larger.

F. Gear Actuators for Manually-operated Valves:

- 1. Provide gear actuators on buried and exposed valves, except valves four-inch diameter and smaller located less than five feet above operating floor. Gas service valves shall be provided with worm gear actuators.
- 2. Size gear actuators for valves eight-inch diameter and smaller for 175 psig differential pressure.
- 3. Size gear actuators for valves larger than eight-inch diameter for the following maximum differential pressures:
 - a. Valve Size and Location: 8-inch valves on thickened sludge lines and drain lines.
 - b. Maximum Differential Pressure Across Closed Valve: 150 PSI
- 4. Provide actuators capable of holding associated valves in any intermediate position without creeping or vibrating.

- 5. Provide valve position indicator on each actuator. Provide stop-limiting devices for open and closed position. For buried and submerged service actuators, provide position indicators in valve box.
- 6. Provide adjustable stop to adjust seating pressure.
- 7. Make packing accessible for adjustment without requiring removal of actuator from valve, except for valves in buried and submerged service.
- 8. Diameter ratio of handwheel or chainwheel and gear sector shall be less than two.
- 9. For buried and submerged valves, gear actuator shall be grease-packed and designed to withstand submersion, and shall be drip-tight in water 20 feet deep, with self-adjusting packing.
- 10. Provide each actuator with gearing totally enclosed.
- 11. Operator shaft and gear sector shall be supported on permanently lubricated bronze or stainless steel bearings.
- 12. Provide metal-encased spring loaded seals in top and bottom covers of gear housing.
- 13. Actuators shall be provided to produce indicated torque with maximum pull of 40 pounds on handwheel or chainwheel and maximum input of 150-foot pounds on operating nuts, for both seating and unseating heads equal to maximum differential pressure rating of valve.
- 14. Actuator components between input and stops shall be designed to withstand, without damage, a pull of 200 pounds for handwheel or chainwheel actuators and input torque of 300-foot pound for operating nuts when operating against stops.
- 15. Materials of Construction:
 - a. Housing: Cast-iron, ASTM A126 Class B.
 - b. Gear Sector: Ductile iron ASTM A536.
 - c. Worm Shaft: Steel, AISI 1144, hardened and tempered to an average Rc 40 and within range of Rc 35-45.
 - d. Bearings: Bronze oil-impregnated, or stainless steel.
 - e. Hardware, including bolts, nuts, washers, set screws, and pins, shall be Type 316 stainless steel.

2.4 APPURTENANCES FOR BURIED METALLIC VALVES

A. Wrench Nuts:

- 1. Provide wrench nuts on buried valves of nominal two-inch size, in accordance with AWWA C500.
- 2. Arrow indicating direction of opening the valve shall be cast on the nut along with the word "OPEN".
- 3. Material: Ductile iron or cast-iron.
- 4. Secure nut to stem by mechanical means.
- B. Extension Stems for Non-Rising Stem Gate Valves and Quarter-turn Buried Valves:
 - 1. Provide extension stems to bring operating nut to six inches below valve box cover.
 - 2. Materials of Stems and Stem Couplings: Type 316 stainless steel.
 - 3. Maximum Slenderness Ratio (L/R): 100
 - 4. Provide top nut and bottom coupling of ductile iron or cast-iron with pins and set screws of Type 316 stainless steel.

C. Valve Boxes:

- 1. Valve boxes shall be as indicated and as required.
- 2. Type: Heavy-duty, suitable for highway loading, two-piece telescopic, and adjustable. Lower section shall enclose valve operating nut and stuffing box and rest on valve bonnet.
- 3. Material: Cast-iron or ductile iron.
- 4. Coating: Two coats of asphalt varnish conforming to FS TT-C-494.
- 5. Marking: As required for service.

2.5 ANCHORAGES AND MOUNTING HARDWARE

A. General:

- 1. Comply with Section 05 05 33, Anchor Systems, except as modified in this Section.
- 2. Bolts, nuts, and washers shall be of ample size and strength for purpose intended. Anchorages in concrete shall be at least 5/8-inch diameter.
- 3. Provide stem guide anchorages of required strength to prevent twisting and sagging of guides under load.
- 4. Materials: Provide bolts and washers of Type 316 stainless steel and nitrided nuts. Bolts shall have rolled threads. Bolts and nuts shall be electropolished to remove burrs.

2.6 TOOLS, LUBRICANTS, AND SPARE PARTS

- A. Provide the following T-handle operating wrenches for buried valves:
 - 1. Length of T-Handle Operating Wrench: 5 feet.
 - 2. Quantity: 2
- B. Lubricants: For valves, actuators, and appurtenances requiring lubricants, provide suitable lubricants for initial operation and for first year of use following Substantial Completion. Lubricants for equipment associated with conveying potable water or water that will be treated to become potable shall be food-grade and ANSI/NSF 61-listed.
- C. Tools, spare parts, and maintenance materials shall conform with Section 01 78 43, Spare Parts and Extra Materials.

2.28 PAINTING OF BURIED VALVES

A. Exterior steel, cast-iron, and ductile iron surfaces, except machined or bearing surfaces of buried valves, shall be painted in valve manufacturer's shop with two coats of asphalt varnish conforming to FS TT-C 494.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine conditions under which materials and equipment are to be installed and notify ENGINEER in writing of conditions detrimental to proper and timely completion of

the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General:

- 1. Install valves and appurtenances in accordance with:
 - a. Supplier's instructions and the Contract Documents.
 - b. Requirements of applicable AWWA standards.
 - c. Applicable requirements of Section 33 05 05, Buried Piping Installation, and Section 40 05 05, Exposed Piping Installation.
- 2. Install valves plumb and level. Install all valves to be free from distortion and strain caused by misaligned piping, equipment, and other causes.
- 3. Position swing check valves and butterfly valves so that, when valve is fully open, valve disc does not conflict with piping system elements upstream and downstream of valve.

B. Buried Valves:

- Install valve boxes plumb and centered, with soil carefully tamped to a lateral distance of four feet on all sides of box, or to undisturbed trench face if less than four feet.
- 2. Provide flexible coupling next to each buried valve.

D. Plug Valves:

- 1. Install plug valves that are in horizontal liquid piping with stem horizontal and plugs on top when valve is open. Plug shall be on upstream end when valve is closed.
- 2. Install plug valves that are in vertical liquid piping with plug at top when closed or as recommended by valve Supplier.
- 3. Supplier shall tag or mark plug valves to indicate proper mounting position.

3.3 FIELD QUALITY CONTROL

A. Field Tests:

- 1. Adjust all parts and components as required to provide correct operation of valves
- 2. Conduct functional field test on each valve in presence of ENGINEER to demonstrate that each valve operates correctly.
- 3. Verify satisfactory operation and controls of motor operated valves.
- 4. Demonstrate satisfactory opening and closing of valves at specified criteria requiring not more than 40 pounds effort on manual actuators.
- 5. Test ten percent of valves of each type by applying 200 pounds effort on manual operators. There shall be no damage to gear actuator or valve.