

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

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

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

CITY OF  
TAMPA, FLORIDA

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

FOR

**Contract 19-C-00058**

# **Water Engineering Relocations (DLTWTF Modular Buildings)**

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

NOVEMBER 2019

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

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**BID NOTICE MEMO**

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

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**CONTRACT NO.:** 19-C-00058; Water Engineering Relocations (DLTWTF Modular Buildings)

**BID OPENING:** 1:30PM, Tuesday, January 14, 2020 **ESTIMATE:** \$2,160,000 **SCOPE:** Furnishing all labor, materials and equipment for obtaining permits, the manufacture, assembly and installation of several contiguous 12'x 60' modular units, asphalt parking lot, deck, ramps, stairs, aluminum patio cover, and utilities at the David L. Tippin Water Treatment Facility (DLTWTF) with all associated work required for a complete project in accordance with the Contract Documents. **PRE-BID CONFERENCE:** 2:30PM, Tuesday, December 17, 2019. Attendance is not mandatory, but recommended.

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

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NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA  
Contract 19-C-00058; Water Engineering Relocations (DLTWTF Modular Buildings)

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., January 14, 2020, in the 4<sup>th</sup> Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, obtaining permits, the manufacture, assembly and installation of several contiguous 12' x 60' modular units, asphalt parking lot, deck, ramps, stairs, aluminum patio cover, and utilities at the David L. Tippin Water Treatment Facility (DLTWTF) with all associated work required for a complete project in accordance with the Contract Documents.

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

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

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

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

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

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

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

Any Requests For Information must be submitted by email to [ContractAdministration@tampagov.net](mailto:ContractAdministration@tampagov.net)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Refer to Section 287.133, Florida Statutes.

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Water Engineering Relocations (DLTWTF Modular Buildings) in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

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

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

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

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

I-1.04 INSTRUCTIONS TO BIDDERS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.05 TIME FOR COMPLETION:

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

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 120 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.

INSTRUCTIONS TO BIDDERS  
SECTION 1 – SPECIAL INSTRUCTIONS

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

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

**THE CHECKED BOX INDICATES SECTION THAT APPLIES TO THIS BID.**



**SUBCONTRACTING GOAL – (WMBE and SLBE)**

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

- Project Goal(s): \_\_\_\_\_% **U-WMBE (Underutilized Woman and Minority Business Enterprise) (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)
- \_\_\_\_\_% **SLBE (Small Local Business Enterprise) (EBO Program)** only City-certified SLBEs
- \_\_\_\_\_ **20% U-WMBE/SLBE Combined (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)  
together with City-certified SLBEs
- \_\_\_\_\_% **WMBE/SLBE ASPIRATIONAL (EBO Program)** An all-inclusive SLBE/WMBE goal; any City certified firm counts towards goal attainment.

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

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

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



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

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

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

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

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

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



INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

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

I-1.13 AGREEMENT

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

Add the following:

Article 2.05 CITY’S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

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

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

**SECTION 8 – CONTRACTOR’S EMPLOYEES**, Article 8.03, Page A-9, delete Article 8.03 in its entirety and

Replace with the following new article:

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

ARTICLE 11.03 INTENTIONALLY OMITTED.

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

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

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

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

I-1.16 PAYMENT DISPUTE RESOLUTION

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

I-1.17 SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

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

## INSTRUCTIONS TO BIDDERS

### SECTION 2 GENERAL INSTRUCTIONS

#### I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

#### I-2.03 ADDENDA AND INTERPRETATIONS

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

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

#### I-2.04 BID SECURITY

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

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

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

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

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

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

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

#### I-2.05 LAWS AND REGULATIONS

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

#### I-2.06 PUBLIC CONSTRUCTION BOND

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

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

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

Bidders who are nonresident corporations shall furnish to the City a

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

#### I-2.08 REJECTION OF PROPOSALS

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

#### I-2.09 QUANTITIES ESTIMATED ONLY

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

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

#### I-2.10 COMPARISON OF PROPOSALS

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

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

#### I-2.11 BASIS OF AWARD

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

#### I-2.12 INSURANCE REQUIRED

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

#### I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

#### I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

#### I-2.15 LABOR STANDARDS

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

#### I-2.16 NOTICE TO LABOR UNIONS

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

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

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

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

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

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

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

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

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

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

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

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

#### I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

# CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

### ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

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

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

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

#### Policy

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

#### Index

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

#### Industry Categories

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

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

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

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

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

#### MBD Form-70

**Engineering Office Modular Building**

**FY 20 Project 19-C-00058**

**U-WMBE Availability Contact List**

**(The Underutilized WMBE Industry Category for Construction Subcontracts is BBE )**

**This Certified Contact List is the minimum contacts available and may require further searches for certified firms to meet Good Faith Efforts.**

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Typ	Ethnicity
1	Denson Construction Inc.	863-709-1001	863-709-1071	pete@denson-construction.com	4270 HOLDEN ROAD	LAKELAND	FL	33811	Sidewalks	993571944	BBE	African American
1	Excel 4 LLC	813-433-3486	813-433-3486	excel4llc@yahoo.com	318 N. John Young Parkway Ste #6	Kissimmee	FL	34741	Sidewalks	454149326	BBE	African American
1	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Sidewalks	992345574	BBE	African American
2	BUN Construction Co., Inc.	813-931-8270	813-931-9185	bunconstruction@tampabay.rr.com	4135 E. Hillsborough Avenue	Tampa	FL	33610	Asphalt Paving	993362663	BBE	African American
4	All In One Electric Inc	813-849-6331	813-514-0473	rjones@aioelectric.com	1201 W WATERS AVENUE	TAMPA	FL	33604	Electrical Contracto	043689273	BBE	African American
4	Brown & Brown Electric, Inc.	954-938-8986	954-938-9272	Hermine.Brown@brownandbrownelectric.com	1150 SW 30th Avenue	Pompano Beach	FL	33069	Electrical Contracto	992283934	BBE	African American
4	MDH Enterprises, Inc.	386-789-2672	866-681-5026	matize@my-es.com	281 East C Street	Orange City	FL	32763	Electrical Contracto	950849332	BBE	African American
5	Pro Construct Services LLC	813-445-4840	813-749-9383	roberta.warren@pro-constructl.com	6601 Memorial Hwy	TAMPA, FL	FL	33615	Decking	464782775	BBE	African American

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

**Engineering Office Modular Building  
FY 20 Project 19-C-00058  
SLBE Availability Contact List**

This Certified Contact List is the minimum contacts available and may require further searches for certified firms to meet Good Faith Efforts.												
#	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Typ	Ethnicity
1	CARJA CONSTRUCTION, INC	813-304-7158		Carly@puleosconcrete.com	18803 cherrybirch cir	lutz	FL	33558	Sidewalks	463665283	SLBE	Caucasian
1	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Sidewalks	992345574	SLBE	African American
1	Parking Lot Stripping Service Inc.	813-623-1454	813-664-0140	fermandopliss@aol.com	3901 E LAKE AVE	TAMPA	FL	33610	Sidewalks	260324264	SLBE	Hispanic American
1	Quick Construction Solutions, LLC	813-377-9997	813-374-5849	quickcs@outlook.com	4501 N. Saint Vincent St.	Tampa	FL	33614	Sidewalks	900972890	SLBE	Hispanic American
2	BUN Construction Co., Inc.	813-931-8270	813-931-9185	bunconstruction@tampabay.rr.com	4135 E. Hillsborough Ave	Tampa	FL	33610	Asphalt Paving	993362663	SLBE	African American
2	MASONRY & CONSTRUCTION SERVICES, INC	813-981-0196		masonrylg@hotmail.com	13452 N. Florida Ave	Tampa	FL	33613	Asphalt Paving	262240950	SLBE	Hispanic American
2	Parking Lot Stripping Service Inc.	813-623-1454	813-664-0140	fermandopliss@aol.com	3901 E LAKE AVE	TAMPA	FL	33610	Asphalt Paving	260324264	SLBE	Hispanic American
3	Larsen Civil Construction LLC	813-876-9256	813-874-1194	ben@tsctampa.com	4621 N Hale Avenue	Tampa	FL	33614	Underground Ut	203567884	SLBE	Caucasian
4	Above Electric LLC	727-726-5484	801-894-3084	abovoelec@gmail.com	13529 Prestige Pl #105	Tampa	FL	33635	Electrical Contra	453611228	SLBE	Hispanic American
4	Aguila Electrical Services, Inc.	813-515-6999	813-884-4092	sales@aguilaelectrical.com	5708 N 56TH ST	Tampa	FL	33610	Electrical Contra	200818128	SLBE	Hispanic American
4	All In One Electric Inc	813-849-6331	813-514-0473	rjones@aioelectric.com	1201 W WATERS AVENUE	TAMPA	FL	33604	Electrical Contra	043689273	SLBE	African American
4	Crevello Electric, Inc.	813-986-6106	813-986-9633	crevelloelectric@gmail.com	2401 Prochi St	Plant City	FL	33563	Electrical Contra	993559003	SLBE	Caucasian
4	Electric World Corp	813-785-5265	866-593-5921	Electricworldcorp@gmail.com	5708 N 56th St.	tampa	FL	33610	Electrical Contra	331112415	SLBE	Hispanic American
4	ELECTRICAL HANDYMAN SERVICES INC	813-901-8185	813-884-5060	ehs915@aol.com	7046-B W. Hillsborough Ave	Tampa	FL	33634	Electrical Contra	272406369	SLBE	Hispanic American
4	Manatee Electric, Inc.	813-645-7000	813-654-7568	john@reliableelectricusa.com	845 Thompson Rd.	Lithia	FL	33547	Electrical Contra	993454485	SLBE	Caucasian
4	Reliability Consulting Services, Inc.	813-298-2617	813-645-2272	bwoolbright@reliabilityconsulting.net	748 Kingston Ct.	Apollo Beach	FL	33572	Electrical Contra	201126584	SLBE	Caucasian
4	ROB MICHAEL INC	813-323-0304	813-968-1036	RJMICHAEL74@AOL.COM	16204 SAGEBRUSH RD	TAMPA	FL	33618	Electrical Contra	264389755	SLBE	Caucasian
4	TAMCO Electric, Inc.	813-918-8489	813-986-5979	atruijll@tampabay.rr.com	4022 W South Avenue	Tampa	FL	33614	Electrical Contra	991396630	SLBE	Hispanic American
5	Pro Construct Services LLC	813-445-4840	813-749-9383	roberta.warren@pro-constructllc.com	6601 Memorial Hwy	TAMPA, FL	FL	33615	Decking	464782775	SLBE	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

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

Legal Name of Bidder: \_\_\_\_\_

Bidder's Fictitious Name, if applicable: \_\_\_\_\_

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

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

Bidder Mailing Address: \_\_\_\_\_

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

Bidder's License No.: \_\_\_\_\_ Bidder's FDOS (SUNBIZ) Doc. No.: \_\_\_\_\_  
*(See Ch. 489. FS; use entity's, individual's only if applicable)*

Bidder Contact Name\*\*: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

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

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

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

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

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

Contract Item No.	Unit	Estimated Quantity	Description and Price in Words	Computed Total Price for Item in Figures
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BASE BID	LS	1	The work includes the furnishing of all labor, equipment, and material for obtaining permits, the manufacture, assembly and installation of several contiguous 12' x 60' modular units, asphalt parking lot, deck, ramps, stairs, aluminum patio cover, and utilities at the David L. Tippin Water Treatment Facility (DLTWTF), and all associated work required for a complete project in accordance with the Contract Documents.	
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\_\_\_\_\_ dollars  
and \_\_\_\_\_ cents

			(BASE BID)	LS	\$ _____
ITEM 2	LS	1	Contingency		\$ <u>100,000</u>
			Total Base Bid		\$ _____

Computed Total Price in Words: \_\_\_\_\_  
 \_\_\_\_\_ dollars and \_\_\_\_\_ cents.

Computed Total Price in Figures: \$ \_\_\_\_\_

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

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

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

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

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

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

[SEAL]

Name of Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

[NOTARY SEAL]

Notary Public, State of \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





# Good Faith Effort Compliance Plan Guidelines

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

Contract Name \_\_\_\_\_ Bid Date \_\_\_\_\_

Bidder/Proposer \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

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

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

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

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

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

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



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

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



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

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

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

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

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

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

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

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

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

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

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



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

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

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

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

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

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



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

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

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

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

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

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

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

No Firms are listed to be utilized because: \_\_\_\_\_

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

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

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

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

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

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

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

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



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

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

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

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

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

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

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

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

TAMPA BID BOND  
Contract 19-C-00058; Water Engineering Relocations (DLTWTF Modular Buildings)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the Principal) and \_\_\_\_\_

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 19-C-00058, Water Engineering Relocations (DLTWTF Modular Buildings)

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

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

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

Principal

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Producing Agent

\_\_\_\_\_  
Producing Agent's Address

\_\_\_\_\_  
Name of Agency

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

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of Contract 19-C-00058 in accordance with your Proposal dated \_\_\_\_\_, amounting to a total of \$\_\_\_\_\_ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

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

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

Contract 19-C-00058; Water Engineering Relocations (DLTWTF Modular Buildings), shall include, but not be limited to, obtaining permits, the manufacture, assembly and installation of several contiguous 12/ x 60' modular units, asphalt parking lot, deck, ramps, stairs, aluminum patio cover, and utilities at the David L. Tippin Water Treatment Facility (DLTWTF), with all associated work required for a complete project in accordance with the Contract Documents.

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



# TAMPA AGREEMENT

## SECTION 1 GENERAL

### ARTICLE 1.01 THE CONTRACT

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

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

### ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES**

### **ARTICLE 2.01 THE ENGINEER**

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

### **ARTICLE 2.02 DIRECTOR**

The Director of the Department in addition to those matters

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

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

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

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

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

### **ARTICLE 2.03 NO ESTOPPEL**

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

### **ARTICLE 2.04 NO WAIVER OF RIGHTS**

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

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

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

### **SECTION 3 PERFORMANCE OF WORK**

#### **ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY**

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

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

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

#### **ARTICLE 3.02 COMPLIANCE WITH LAWS**

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

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

#### **ARTICLE 3.03 INSPECTION**

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

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

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

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

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

#### **ARTICLE 3.04 PROTECTION**

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

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

#### **ARTICLE 3.05 PRESERVATION OF PROPERTY**

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

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

**ARTICLE 3.06 BOUNDARIES**

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

**ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 3.08 TAXES**

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

**ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS**

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

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

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

**SECTION 4  
TIME PROVISIONS**

**ARTICLE 4.01 TIME OF START AND COMPLETION**

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

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

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

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

**ARTICLE 4.02 PROGRESS SCHEDULE**

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

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

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

**ARTICLE 4.03 APPROVAL REQUESTS**

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

**ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS**

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

**ARTICLE 4.05 EXTENSION OF TIME**

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

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

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

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

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

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

**ARTICLE 4.06 LIQUIDATED DAMAGES**

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

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

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

**ARTICLE 4.07 FINAL INSPECTION**

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

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

**SECTION 5  
SUBCONTRACTS AND ASSIGNMENTS**

**ARTICLE 5.01 LIMITATIONS AND CONSENT**

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

#### **ARTICLE 5.02 RESPONSIBILITY**

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

### **SECTION 6 SECURITY AND GUARANTY**

#### **ARTICLE 6.01 CONTRACT SECURITY**

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

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

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

#### **ARTICLE 6.02 CONTRACTORS INSURANCE**

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

#### **ARTICLE 6.03 AGAINST CLAIMS AND LIENS**

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

#### **ARTICLE 6.04 MAINTENANCE AND GUARANTY**

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

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

### **SECTION 7 CHANGES**

#### **ARTICLE 7.01 MINOR CHANGES**

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

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

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

#### **ARTICLE 7.02 EXTRA WORK**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 7.03 DISPUTED WORK**

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

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

#### **ARTICLE 7.04 OMITTED WORK**

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

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

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

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

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

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

## **SECTION 8 CONTRACTOR'S EMPLOYEES**

### **ARTICLE 8.01 CHARACTER AND COMPETENCY**

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

### **ARTICLE 8.02 SUPERINTENDENCE**

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

### **ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES**

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

### **ARTICLE 8.04 RATES OF WAGES**

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

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

### **ARTICLE 8.05 PAYROLL REPORTS**

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

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

## **SECTION 9 CONTRACTOR'S DEFAULT**

### **ARTICLE 9.01 CITY'S RIGHT AND NOTICE**

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

### **ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT**

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

### **ARTICLE 9.03 COMPLETION OF DEFAULTED WORK**

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



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

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

#### **ARTICLE 9.04 PARTIAL DEFAULT**

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

### **SECTION 10 PAYMENTS**

#### **ARTICLE 10.01 PRICES**

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

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

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

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

made therefor in the Contract Documents.

#### **ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN**

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

#### **ARTICLE 10.03 REPORTS, RECORDS AND DATA**

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

#### **ARTICLE 10.04 PAYMENTS BY CONTRACTOR**

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

#### **ARTICLE 10.05 PARTIAL PAYMENTS**

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

#### **FOR CONTRACT AMOUNTS UNDER \$250,000**

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

**FOR CONTRACT AMOUNTS OVER \$250,000**

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

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

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

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

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

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

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

**ARTICLE 10.06 FINAL PAYMENT**

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

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

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

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

**ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT**

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

**SECTION 11 MISCELLANEOUS PROVISIONS**

**ARTICLE 11.01 CONTRACTOR'S WARRANTIES**

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

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

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

#### **ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES**

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

#### **ARTICLE 11.03 SUITS AT LAW**

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

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

#### **ARTICLE 11.04 CLAIMS FOR DAMAGES**

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

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

#### **ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS**

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

#### **ARTICLE 11.06 LIABILITY UNAFFECTED**

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

#### **ARTICLE 11.07 INDEMNIFICATION PROVISIONS**

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

#### **ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN**

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

#### **ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED**

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

#### **ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR**

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

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

**ARTICLE 11.11 NUMBER AND GENDER OF WORDS**

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

**ARTICLE 11.12 ACCESS TO RECORDS**

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

**SECTION 12  
LABOR STANDARDS**

**ARTICLE 12.01 LABOR STANDARDS**

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

**ARTICLE 12.02 NOTICE TO LABOR UNIONS**

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

**ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS**

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

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

**ARTICLE 12.05 PREVAILING RATES OF WAGES**

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

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

\* \* \* \* \*

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

CITY OF TAMPA, FLORIDA

\_\_\_\_\_  
Jane Castor, Mayor  
(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Justin R. Vaske, Assistant City Attorney

Contractor

By: \_\_\_\_\_  
(SEAL)

Title:

ATTEST:

\_\_\_\_\_  
Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

For a Corporation:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary

My Commission Expires:  
\_\_\_\_\_

For an Individual:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary

My Commission Expires:  
\_\_\_\_\_

For a Firm:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary

My Commission Expires:  
\_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

Bond No. (enter bond number) \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Principal Business Address of Contractor: \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Contractor: \_\_\_\_\_

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

\_\_\_\_\_

Principal Business Address of Surety: \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Surety: \_\_\_\_\_

Owner is The City of Tampa, Florida

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

\_\_\_\_\_ Contract Administration Department (280A4N)

Telephone Number of Owner: \_\_\_\_\_ 813/274-8456

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

Legal Description or Address of Property Improved or Contract Number is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General Description of Work and Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS That we, \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of \_\_\_\_\_, and

\_\_\_\_\_  
(Name of Surety)

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

THE CONDITION OF THIS BOND is that if Principal:

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



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

DATED ON \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Principal Business Address)

\_\_\_\_\_  
(Surety Address)

By \_\_\_\_\_

By \_\_\_\_\_  
(As Attorney in Fact)\*

Title \_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Surety

\_\_\_\_\_  
Telephone Number of Principal

Approved as to legal sufficiency:

**Countersignature:**

By \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
(Name of Local Agency)

\_\_\_\_\_  
(Address of Resident Agent)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Local Agency

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

# SPECIFICATIONS GENERAL PROVISIONS

## SECTION 1 SCOPE AND INTENT

### **G-1.01 DESCRIPTION**

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

### **G-1.02 WORK INCLUDED**

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

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

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

### **G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES**

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 2 PLANS AND SPECIFICATIONS**

### **G-2.01 PLANS**

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

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

### **G-2.02 COPIES FURNISHED TO CONTRACTOR**

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

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

### **G-2.03 SUPPLEMENTARY DRAWINGS**

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

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

### **G-2.04 CONTRACTOR TO CHECK PLANS AND DATA**

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

### **G-2.05 SPECIFICATIONS**

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

### **G-2.06 INTENT**

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

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

## **SECTION 3 WORKING DRAWINGS**

### **G-3.01 SCOPE**

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

These drawings shall accurately and distinctly present the following:

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

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

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

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

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

#### **G-3.02 APPROVAL**

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

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

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

1. The Contractor shall submit four complete sets of drawings

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

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

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

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

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

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

## **SECTION 4 MATERIALS AND EQUIPMENT**

### **G-4.01 GENERAL REQUIREMENTS**

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

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

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

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

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

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

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

#### **G-4.02 MANUFACTURER**

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

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

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

#### **G-4.03 REFERENCE TO STANDARDS**

Whenever reference is made to the furnishing of materials or

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

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

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

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

#### **G-4.04 SAMPLES**

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

#### **G-4.05 EQUIVALENT QUALITY**

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

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

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

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

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

#### **G-4.06 DELIVERY**

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

#### **G-4.07 CARE AND PROTECTION**

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

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

#### **G-4.08 TOOLS AND ACCESSORIES**

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

Spare parts shall be furnished as specified.

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

#### **G-4.09 INSTALLATION OF EQUIPMENT**

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

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

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

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

#### **G-4.10 OPERATING INSTRUCTIONS**

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

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

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

#### **G-4.11 SERVICE OF MANUFACTURER'S ENGINEER**

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

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

## **SECTION 5 INSPECTION AND TESTING**

### **G-5.01 GENERAL**

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

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

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

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

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

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

### **G-5.02 COSTS**

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

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

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

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

### **G-5.03 INSPECTIONS OF MATERIALS**

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

### **G-5.04 CERTIFICATE OF MANUFACTURE**

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

### **G-5.05 SHOP TESTS OF OPERATING EQUIPMENT**

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

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

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

### **G-5.06 PRELIMINARY FIELD TESTS**

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

## TEMPORARY STRUCTURES

### G-5.07 FINAL FIELD TESTS

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

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

### G-5.08 FAILURE OF TESTS

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

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

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

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

### G-5.09 FINAL INSPECTION

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

## SECTION 6

### G-6.01 GENERAL

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

### G-6.02 PUBLIC ACCESS

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

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

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

### G-6.03 CONTRACTOR'S FIELD OFFICE

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

### G-6.04 TEMPORARY FENCE

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

### G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

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



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

## **SECTION 7 TEMPORARY SERVICES**

### **G-7.01 WATER**

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

### **G-7.02 LIGHT AND POWER**

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

### **G-7.03 SANITARY REGULATIONS**

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

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

### **G-7.04 ACCIDENT PREVENTION**

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

### **G-7.05 FIRST AID**

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

### **G-7.06 HEATING**

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

## **SECTION 8**

## **LINES AND GRADES**

### **G-8.01 GENERAL**

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

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

### **G-8.02 SURVEYS**

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

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

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

### **G-8.03 SAFEGUARDING MARKS**

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

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

### **G-8.04 DATUM PLANE**

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

Corps of Engineers.

## **SECTION 9 ADJACENT STRUCTURES AND LANDSCAPING**

### **G-9.01 RESPONSIBILITY**

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

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

### **G-9.02 PROTECTION OF TREES**

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

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

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

### **G-9.03 LAWN AREAS**

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

manner described in the Technical Specifications section.

### **G-9.04 RESTORATION OF FENCES**

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

## **SECTION 10 PROTECTION OF WORK AND PUBLIC**

### **G-10.01 TRAFFIC REGULATIONS**

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

### **G-10.02 BARRIERS AND LIGHTS**

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

No open fires will be permitted.

### **G-10.03 SMOKE PREVENTIONS**

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

### **G-10.04 NOISE**

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

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

**SECTION 13  
CLEANING**

**G-10.05 ACCESS TO PUBLIC SERVICES**

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

**G-10.06 DUST PREVENTION**

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

**G-10.07 PRIVATE PROPERTY**

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

**SECTION 11  
SLEEVES AND INSERTS**

**G-11.01 COORDINATION**

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

**G-11.02 OPENINGS TO BE PROVIDED**

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

**SECTION 12  
CUTTING AND PATCHING**

**G-12.01 GENERAL**

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

**G-13.01 DURING CONSTRUCTION**

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

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

**G-13.02 FINAL CLEANING**

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

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

**SECTION 14  
MISCELLANEOUS**

**G-14.01 PROTECTION AGAINST SILTATION AND BANK EROSION**

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

**G-14.02 EXISTING FACILITIES**

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

**G-14.03 USE OF CHEMICALS**

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

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SUPPLEMENTARY GENERAL PROVISIONS

1.0 GENERAL:

- 1.1 This Section sets forth modifications to the "General Provisions" of the Contract Documents which are referred to as Specifications, General Provisions.
- 1.2 Paragraph numbers and titles used herein refer to similarly numbered and titled articles in the General Provisions.
- 1.3 Only those paragraphs contained herein shall be assumed to be modified. Paragraphs not appearing herein shall apply as written in the General Provisions.
- 1.4 Any portion of the General Provisions, whether or not modified herein, may be further modified in Special Conditions and in the Instructions to Bidders of these Specifications.
- 1.5 Where the Supplementary General Provisions, Special Conditions and Instructions to Bidders conflict with the General Provisions, the Supplementary General Provisions, Special Conditions and the Instructions to Bidders shall take precedence.

2.0 MODIFICATIONS TO THE GENERAL PROVISIONS AS FOLLOWS:

2.1 SECTION 1 SCOPE AND INTENT

G-1.02 WORK INCLUDED

The first paragraph shall be deleted in its entirety and replaced by the following paragraph:

"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 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 incidental thereto. He shall repair or restore all during performance of the work."

2.2 SECTION 3 WORKING DRAWINGS

- a. Change to read as follows:

SECTION 3 SHOP DRAWINGS

- b. Replace the existing paragraphs in their entirety with the following paragraphs:

G-3.01 SCOPE

Shop drawings, schedules, etc., shall be submitted to the Engineer and/or Architect in quadruplet, accompanied by a letter of transmittal. Subcontractors and suppliers shall submit shop drawings and make requests for approvals through their respective prime Contractors.

The drawings shall be numbered consecutively and shall accurately and distinctly present the following:

- (1) Names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work.
- (2) All working and erection dimensions.

- (3) Arrangement and sectional views.
- (4) Necessary details, including complete information for making connections between work under this contract and work under other contracts.
- (5) Kinds of materials and finishes.
- (6) Parts list and description thereof.

The Engineer and/or Architect may decline to consider any shop drawing that does not contain complete data on the work and full information of related matters.

Fax submittals will not be reviewed.

G-3.02 APPROVAL:

Shop drawings shall be examined by the Contractor prior to his transmitting them to the Engineer and/or Architect. Shop drawings submitted to the Engineer and/or Architect shall bear the Contractor's stamp of approval evidencing that he has examined and checked each drawing and that he has found said drawings to be in accordance with the Contract requirements. Any drawings submitted without this stamp will not be considered by the Engineer and/or Architect and will be returned to the Contractor for re- submission.

If the shop drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and the following shall be submitted:

- (1) Each request shall include a complete description of the proposed substitute and the name of the material or equipment for which it is to be substituted.
- (2) Furnish drawings, cut, manufacturer's printed specifications, performance and test data and any other data or information necessary for a complete evaluation of both the item specified and the proposed substitute item.

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.

Approval of the drawings shall be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the quantities of materials and equipment, nor for the proper fitting and construction of the work, nor for the furnishing of materials, tools, equipment, etc., required by this contract and not indicated on the drawings.

No work called for by Shop Drawings shall be done until the said drawings have been approved by the Engineer and/or Architect.

The Contractor shall revise and resubmit the shop drawings as required by the Engineer and/or Architect until approval thereof is obtained.

The City shall retain four (4) copies of all submittals unless the Engineers and/or Architect makes a specific request for additional copies.

<u>Items</u>	<u>Submittals</u>	<u>*Approval</u>
All trade	Fourteen (14) Days	Fourteen (14) Days

\*From date of receipt of submittal.

Delays on account of tardy or untimely submittals will not be considered as causes of extension of time of the Contract or increases to the Contract Sum.

G-3.03 JOB SITE:

One (1) copy of all approved submittals SHALL BE available at the Contractor's Office at the job site.

2.3 SECTION 4 MATERIALS AND EQUIPMENT

G-4.01 GENERAL REQUIREMENTS

In the first paragraph, second line, delete the word "specifications" and substitute the words "Contract Documents".

G4.03 REFERENCE TO STANDARDS

The following paragraph shall be added in its entirety:

"Compliance with the Standard Building Code, latest edition, and all local electrical and plumbing codes shall be required. In the event of a conflict in code requirements, the most stringent code or standard shall apply."

G-4.05 EQUIVALENT QUALITY

Add the following sentence to paragraph two: "Any professional fees associated with shop drawing review of materials or equipment submitted for approval as equivalent to that specified shall be borne by the Contractor.

2.4 SECTION 5 INSPECTION AND TESTING

G-5.06 PRELIMINARY FIELD TESTS

G-5.07 FINAL FIELD TEST

A. Add the following sentence to BOTH of the above paragraphs:

The Contractor shall provide, at NO EXTRA COST to the City, ALL labor, tools, equipment, materials, etc., for the Engineer and/or Architect to make any field test that may be required in the judgment of the Engineer and/or Architect.

2.5 SECTION 6 TEMPORARY STRUCTURES

G-6.03 CONTRACTOR'S FIELD OFFICE

A. Delete this paragraph G-6.03 in its entirety.

2.6 SECTION 7 TEMPORARY SERVICES

G-7.01 WATER, G-7.02 LIGHT AND POWER, AND G-7.03 SANITARY REGULATIONS

All water and electricity shall be applied and/or connected by the Contractor.

G-7.07 TELEPHONE

The Contractor shall furnish the Engineer with a telephone number(s) by which the Engineer may contact the site.

## 2.7 SECTION 14 MISCELLANEOUS

### G-14.04 USE OF EXPLOSIVES:

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

### G-14.05 OWNERSHIP OF MATERIALS:

The removal of any underground and surface structures as required shall be performed in a careful manner to permit salvaging of as much material, such as pipe and brick, also broken section of sidewalk, as practical for use in repair and maintenance of City-owned facilities.

Such acceptable salvaged material remains the property of the City and shall be placed in stock piles so as not to interfere with new construction work but accessible for loading and hauling by the City or by the Contractor within the free haul limit of six (6) miles. The Engineer and/or Architect shall direct the Contractor as to the location of stockpile.

The paving material, such as vitrified brick, asphalt block and other paving materials removed from the excavated areas and suitable for reuse but not reused in the work, shall also be considered the property of the City. The handling of such materials shall be as set forth elsewhere in the Specifications or Special Provisions.

### G-14.06 NOTICE OR SERVICE THEREOF:

All notices, which shall include demands, instructions, requests, approvals and claims, shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the City in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered, with charges case addressed to such office.

All notices required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to Contract Administration Department – Construction Management Division, 3808 East 26<sup>th</sup> Avenue, Tampa, Florida 33605, and any notice to or demand upon the City shall be sufficiently given if delivered to the office of the said Engineer and/or Architect, or if deposited in the United States mail in a sealed, postage- prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Engineer and/or Architect or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor or to its representative at the construction site for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegram) at the time of actual receipt, as the case may be.

### G-14.07 REQUIREMENTS FOR CONTROL OF THE WORK:

Prior to the start of the work included in this contract, a Preconstruction Conference will be held by the Engineer and/or Architect to be attended by the Contractor and representatives of the various utilities and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project. The Contractor shall be

prepared for this meeting and shall present a comprehensive construction schedule for all items of work to be accomplished by him, which will be used as the basis for the development of an overall operational schedule and a list of subcontractors to be used on this work.

All items of work on this contract shall be coordinated so that progress on each related work item will be continuous from week to week. The progress of the work will be reviewed by the Engineer and/or Architect at the end of each week, and if the progress on any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Engineer and/or Architect.

The Contractor shall conduct his operations in such a manner as will result in a minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

G-14.08 WORK DIRECTIVE CHANGE:

"A Work Directive Change is a written directive to the Contractor, issued on or after the date of the execution of the Agreement, and signed by the Engineer on behalf of the City, ordering an addition, deletion or revision in the work, or responding to an emergency. A Work Directive Change will not change the contract price or the time for completion, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the contract price or the time for completion. "Without invalidating the Agreement, additions, deletions or revisions in the Work may, at any time or from time to time, be authorized by a Change Order or a Work Directive Change. Upon receipt of any such document, the Contractor shall promptly proceed with the work involved."

G-14.10 EROSION AND SEDIMENT CONTROL:

During construction, the Contractor shall provide adequate erosion and sediment controls to prevent adverse effects to the environment and public and private property. He shall construct and maintain control structures necessary to prevent erosion and sediment. He shall conduct and schedule construction operations to avoid, prevent, and minimize erosion and sediment. He shall comply with City, County, State, and Federal codes, laws, and regulations and the plans and specifications for this project pertaining to erosion and sediment prevention and control.

At the Preconstruction Conference, the Contractor shall present a plan for erosion and sediment prevention and control. This plan shall include the operations methods, also temporary and permanent control measures and structures to be used on this project.

G-14.11 ENGINEER'S FIELD OFFICE:

Not Applicable.

G-14.12 PROJECT SIGNS:

The Contractor shall furnish and install, as directed by the Engineer and/or Architect, a project sign of design, size, color, etc., as per drawing page SIGN-1.



## SPECIAL CONDITIONS

### 1.0 PRECONSTRUCTION BRIEFING:

The Contractor, upon receiving notice that he has been awarded the contract for the construction of the project, shall make an appointment with the Engineer and/or Architect for said briefing. The Contractor shall bring to this meeting the following:

1. Contract Documents not yet submitted.
2. A detailed Job Progress Schedule.
3. Samples, questions, etc., he feels necessary.
4. List of subcontractors.

Failure to bring the above items to the meeting will result in cancellation of meeting. Once items have been submitted, meeting will be rescheduled by the City. Site access and commencement of work will not be allowed during period between meetings.

Contractor shall have representatives present at meeting that are familiar with, and conversant on, the scope of the work and Contract Document requirements. Failure to have such persons present will also result in cancellation and rescheduling of meeting until such a time when condition is corrected.

Elapsed time as a result of the Contractor's failure to comply with above will not result in an extension of contract time.

### 2.0 SITE REVIEW:

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 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.

The Contractor shall immediately, upon entering project site for the purpose of beginning work, review project site with the Engineer and/or Architect for the purpose of selecting area(s) to place materials for storage.

The Contractor must exercise proper precaution to verify all figures shown or indicated on the drawings, all existing trees, paved areas; utilities, etc., shall be located before beginning any work, and he shall be held responsible for any error resulting from his failure to exercise such precaution.

### 2.1 LAYING OUT WORK:

The Contractor shall locate all general reference points and take necessary action to prevent their destruction; lay out his own work and be responsible for all lines, elevations, measurements, grading, trenching, backfilling, utilities and other work to be executed by him for a complete project under this contract.

The Contractor shall lay out all work and have final approval by the Engineer and/or Architect before installation begins. Contractor shall be held responsible for any error resulting from his failure to exercise such approval. Said errors shall be corrected by the Contractor at NO EXTRA COST to the City.

The Contractor shall coordinate with the Parks Department and shall identify each and every tree to remain prior to the start of work. The specific trees to remain shall be approved by the Parks Department.

The final location of all work to be performed shall be made jointly by the Engineer and/or Architect and the Contractor at the project site.

### 3.0 SAFETY AND HEALTH STANDARDS:

The performance of all construction under this contract shall conform to ALL Local, State, Federal Occupation Safety and Health Act Standards.

At the end of each work day, all work areas shall be left in a safe condition. Barricades and/or warning devices shall be provided for at any open excavations or barriers on the project site.

The Contractor's attention is directed to paragraphs Article 3.07 (page A-10) and Article 12.03 (page A-31) of the Agreement, and paragraph G-7.04 (page G-18) of the General Provisions.

### 4.0 INFORMATION FOR COLOR SCHEDULES:

Not later than thirty (30) calendar days after authorization to proceed with contract work, the Contractor shall submit to the Engineer and/or Architect the names of all manufacturers and trade names for all materials involving selection based upon color or texture or other design appearance features which are to be used in this project. Where samples are necessary for such selection, furnish same.

If such information is not furnished by Contractor within thirty (30) day period, the Engineer and/or Architect will select colors and textures from products named in the Contract Documents.

### 5.0 RESPONSIBILITY OF CONTRACTOR:

The Contractor shall take all necessary precautions to protect all project surfaces and adjoining areas from mechanical damage from tools, equipment, materials, supports, etc., and shall provide adequate protection from leaking lubricants or fluids from his equipment.

Damage to said project surfaces and adjoining areas caused by a lack of protection or negligence by the Contractor shall be repaired and/or replaced at NO EXTRA COST to the City and to the full satisfaction of the Engineer and/or Architect.

The Contractor and all subcontractors are charged with the protection of the work and property, but the final responsibility for these provisions rests with the Contractor who shall take complete charge of the project site from start to finish of work.

The Contractor shall take particular precautions to protect existing trees and plant material. All trees and other plant material to remain shall be marked by the City prior to start of work.

Excavation, earthwork or sitework within the drip line of existing trees shall be done either manually or by methods approved by the City of Tampa Parks Department.

If the Contractor damages any tree or plant material in any way he shall be required to replace the damaged tree or plant material as follows:

1. Trees
  - a. Replace a 6" caliper or less with a 6" caliper of the same species.
  - b. Replace a 7"-10" caliper with two (2) 6" caliper of the same species.

- c. Replace a 10"-15" caliper with three 6" caliper of the same species.
- d. Replace a 16"-20" caliper with five (5) 6" caliper of the same species.
- e. Replace a 21"-36" caliper with ten (10) 6" caliper of the same species.

2. Plant Material

Replace any damaged plant material with an equal size and quantity of the same material.

The replaced trees and plant material shall be guaranteed by the Contractor for a period of six (6) months.

6.0 COORDINATION WITH N.I.C. ITEMS:

The Contractor shall give to the Engineer and/or Architect, in writing, a time schedule for the installation or removal of all N.I.C. items at the beginning of the project. Failure of the Contractor to supply the Engineer and/or Architect with said schedule shall not be used for reason of time extension by the Contractor.

7.0 ELECTRICAL SERVICE LOCATION:

The Contractor shall verify and coordinate the service location with the local power company and the Engineer and/or Architect.

The Contractor shall coordinate with the local power company and shall include in his bid all costs for electrical service to work area(s) under this Contract, including but not limited to new service, connections from existing and/or new service and all required labor, equipment, materials etc. and all other associated electrical work.

8.0 SCHEDULING:

The Contractor shall provide the City with a detailed schedule prior to start of work.

The schedule shall be a fully developed, horizontal bar-chart type Contractor's construction schedule. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".

Unless otherwise directed or approved, prepare schedule on a single 8-1/2" X 14" sheet of plain bond white paper.

Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

Contractor shall also prepare schedule in accordance with applicable portions of Section 4.02 of the Agreement.

9.0 ASSIGNMENT OF CONTRACT: Not applicable.

10.0 WORKMANSHIP AND MATERIALS:

Workmanship and materials shall be installed in accordance with accepted standards of the specific trade, as defined by the applicable recognized trade association(s). In the event of a conflict between these trade standards and the Contract Documents, the conflict shall be brought to the Engineer's and/or Architect's attention writing and the final decision shall be made by the Engineer and/or Architect.

11.0 RECORD DRAWINGS:

During the course of the work, Contractor shall maintain, at the site, a clean undamaged set of the Contract Documents. Contractor shall mark set, on a daily basis, with location and progress of all contract work, including but not limited to:

1. Sewer, water, stormwater and irrigation fabrication drawings showing to scale all manholes, all distances and angles between manholes, line dimension, grid co-ordinates, trunk lines, inverts and cleanouts,
2. Fencing, roadway, parking and sleeving,
3. Electrical service, and
4. General building location, and/or foundations, structures, etc.

Drawings shall be on site at all times and available for review by the City. Failure of Contractor to have drawings on site and/or up to date may result in suspension of work until situation is corrected. Extension of contract will not be granted for such condition.

At conclusion of work, the Contractor shall provide the City with one complete set of Electronic Record Drawings incorporating changes described above, and four marked hard copy sets of as-built record drawings clean and damaged free shall also be submitted to the City at the same time. Electronic files will be issued to the Contractor by the City of Tampa. These files will be AutoCAD DWG, AutoCAD DWF or Adobe PDF latest versions.

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

12.0 ON SITE RECYCLABLE CRITERIA:

Contractor shall make reasonable attempts to recycle and/or salvage at least 50% of non-hazardous construction and demolition debris. Contractor shall develop and implement a Construction Waste Management Plan that identifies the materials that are to be diverted from disposal by weight or volume and be directed to a recycling facility. Specific area(s) on the construction site shall be designated for collection and tracking of the designated materials as needed. Location of the recycling area on site shall be coordinated with the project owner's representative on site prior to construction start. The intent of this section is to encourage recycling where practical in the context of the scope of work.

Contractor shall submit the following but not limited to items related to this section:

1. Provide a submittal of the contractor's plan of action to recycle
2. Contractor is required to document all activities with above requirements and provide to the city upon request items that are recyclable, documentation of the quantity of material disposed at a recycling facility.

## SPECIFIC PROVISIONS

### SP-1.G Scope

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

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

### SP-2 Permits

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

The Contractor shall obtain all permits required to comply with SP-24.C Maintenance of Traffic, contained herein.

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

City permit fees will be paid by the City.

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

The Contractor is responsible to schedule and coordinate with the City Inspectional Services Division of the Department of Housing and Development Coordination all required inspections and tests for all phases of work to obtain final approval thereof.

The Contractor is encouraged to contact the City's Permitting Department and Building Inspections Bureau prior to commencement of work to ascertain their respective requirements.

### SP-5 Working Drawings

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

### SP-6 Environmental Protection

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

SP-11 Work Directive Change

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

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

SP-13 Material and Equipment Approval

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

SP-15 Contractor's Field Office

Delete Article G-6.03 Contractor's Field Office on Page G-7 from GENERAL PROVISIONS. The Contractor or an authorized agent shall be present at all times while his work is in progress. Readily accessible copies of both the contract documents and the latest approved working drawings shall be kept at the job site.

SP-17 Sequence of Operations

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

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

SP-23 Project Cleanup

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

SP-24.C Maintenance of Traffic

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

At least seventy-two hours before starting any work in City streets, the Contractor shall obtain a City of Tampa Street Closure Permit for any traffic lane or street closure within the City. The permit will establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. If the Contractor proposes a complete street closure, a detailed traffic maintenance plan shall be submitted to the City of Tampa Traffic Engineering Division together with the application for the Street Closure Permit. The traffic maintenance plan shall include proposed detour routes and locations and descriptions of direction signs for the construction area and detour routes. Two approved copies of all

Street Closure Permits shall be submitted to the Engineer before starting any work in City streets. No changes to approved Street Closure Permits will be permitted without prior approval by the City.

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

The cost of maintaining traffic and installation of all signs, barricades, cones, light towers, flagman, and like work required therefor shall be included under the various classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no additional payment will be made therefor.

#### SP-25 Work in Streets and Highways

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

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

#### SP-26 Surface Restoration

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

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

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

#### SP-35 Work in Private Property

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

Upon completion of work in City-owned easements, the Contractor shall restore the property, including all fences or other structures disturbed by his operations, as nearly as possible to the condition in

which he found it. No material shall be used or removed from private property without the approval of the Engineer.

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

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

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

#### SP-60 Contingency

The Contractor shall include a One Hundred Thousand Dollar (\$100,000) contingency sum, to be included as part of the total bid amount for this contract. The contingency is for the purpose of compensating the Contractor for any incidental work that may arise as construction operations proceed and was not addressed as part of the original work portrayed in the Plans and Specifications.

The One Hundred Thousand Dollar (\$100,000) contingency sum is an upset limit. Any amount of the contingency shall be paid only after negotiation.

#### SP-73 Work Directive Change

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

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

#### SP-89 Temporary Work Stoppages

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

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

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

The Contractor will also be required to accommodate the annual Gasparilla Parade and Gasparilla



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

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

#### SP-129 As-Built Plans

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

The Contractor shall provide the City of Tampa with one (1) hardcopy and (1) electronic high resolution color PDF copy set of "As-Built" plans along with the supporting survey data. The survey shall be in accordance with the City of Tampa Department of Public Works specifications and note keeping standards for surveys and signed by a Land Surveyor registered in the State of Florida. Plan sheets shall have all deviations from original design annotated in red pencil to clearly show as-built conditions. Relocation of existing facilities and utilities must be clearly noted and their location identified by station, offset and elevation, when performed by the Contractor.

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

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

#### SP-130 SAFETY:

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

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

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

At the Pre-Construction meeting, the Contractor will be given pertinent safety related information, necessary forms and instructions (i.e.: AWTP Lockout/Tagout Procedures, AWTP Hot Work Permits,

etc) that pertain to any work that might be utilized during the contract. The Contractor shall be responsible to disseminate that information to their employees and sub-contractors. Special care shall be taken by the Contractor to ensure that any new employee or sub-contractor to the work site shall be briefed on these safety instructions.

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

**B. Incident Reporting:** All accidents that result in personal injury, illness or property damage shall be immediately reported and investigated, regardless of the extent of injury, illness or property damage. Employees must report accidents within one hour (or as soon as practical) from the time of occurrence to their immediate supervisor who in turn will report it to the City's inspector. The City inspector will record the incident in their daily report and report it to the Risk Management Division (274-5708).

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

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

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

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

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

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

In the event of an alarm, the Contractor's personnel shall immediately and hastily proceed to the nearest

SIP along with the City personnel and remain there until further notice, taking guidance from and following the instruction of the senior City employee present.

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

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

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

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

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

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

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

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

\* \* \*



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

[ ] Partial [ ] Final

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

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

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

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

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

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

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

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Page 2 of 2 – DMI Payment

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

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

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

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

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

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

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

0 1 2 3 4 5 6 7 8

**Building a Better Tampa**

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

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

**Orion Marine Construction, Inc.**

**Improvement Project**

**City of Tampa Florida**

Jane Castor, Mayor

Project Contact:  
 Albert Calloway  
 Contract Administration  
 City of Tampa  
 albert.calloway@tampagov.net

For information call:  
 (813) 635-3400



# Sign Information

## Building a Better Tampa

**David L. Tippin Water Treatment Facility  
Caustic Soda Piping Improvements**

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

\$TBD investment  
Scheduled for completion in TBD 2014

TBD

### Colors

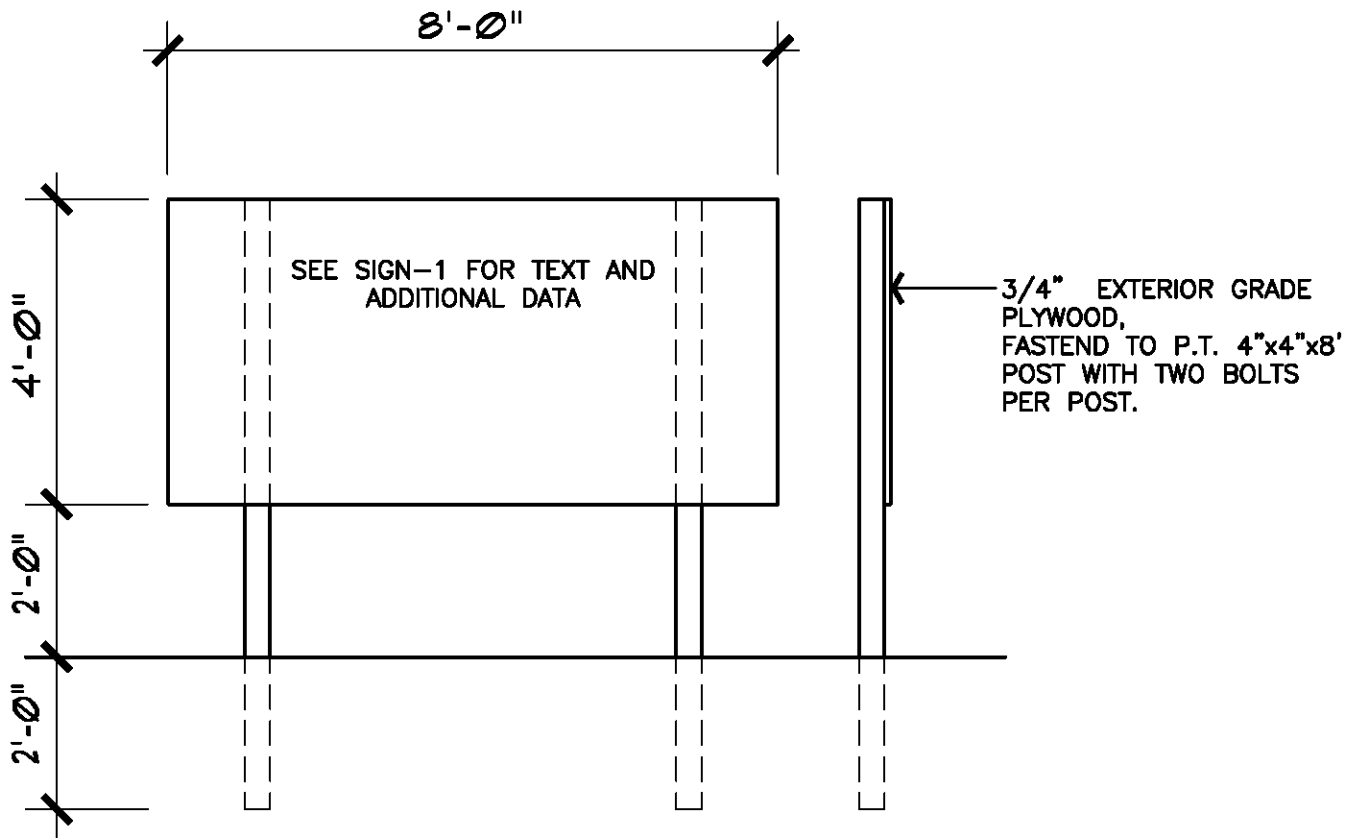
Blue: Sherwin Williams Naval SW6244  
Green: Sherwin Williams Center Stage SW 6920  
White: Sherwin Williams Pure White SW7005

### Font

Franklin Gothic

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

not to scale



SECTION 01010  
SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the improvements to the existing west five (5) million gallon (MG) ground storage tank (GST) located at the Morris Bridge Pump Station (MBPS) in Tampa, Florida as shown on the Drawings and specified herein. Work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to the equipment and structures associated with the following:

1. Investigation beneath tank floor
2. Prepare and apply approved coating system on tank floor
3. Repair concrete spalls at base of interior wall
4. Repair concrete spalls on interior tank dome
5. Repair hollow areas on exterior tank wall
6. Repair cracks on exterior tank dome
7. Repair concrete spall on exterior tank dome
8. Repair wall manholes
9. Repair interior tank piping
10. Replace hardware on dome access hatch cover
11. Repair cracking on dome access hatch curb
12. Repair cracking on dome center vent curb
13. Repair concrete spall screens on overflow vent
14. Prepare, prime, first and second coat tank exterior
15. Bid alternative: prepare and apply solid urethane elastomeric coating on tank interior (walls and dome)

1.02 CONTRACTOR'S USE OF PREMISES

A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract Time.



1.04 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01020 - ALLOWANCE

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes administrative and procedural requirements governing allowances.

Types of allowances include the following:

Contingency allowances.

SELECTION AND PURCHASE

SUBMITTALS

Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

CONTINGENCY ALLOWANCES

Use the contingency allowance only as directed by the Owner.

The Contractor's related costs for services, products and equipment ordered by the Owner under the contingency allowance include delivery, installation, taxes, insurance, equipment rental, and similar costs.

Work Directive Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

At Project closeout, credit unused amounts remaining in the contingency allowance to the Owner by Change Order.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

EXAMINATION

Examine products covered by an allowance promptly upon delivery for damage or defects.

PREPARATION

Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

SCHEDULE OF ALLOWANCES

Allowance No. 1: Include a contingency allowance of \$100,000 for use according to the Owner's instructions. The allowance shall be included in the Base Bid.

END OF SECTION 01020

SECTION 01040 - PROJECT COORDINATION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

- Coordination.
- Administrative and supervisory personnel.
- General installation provisions.
- Cleaning and protection.

COORDINATION

Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

Make adequate provisions to accommodate items scheduled for later installation.

Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

- Preparation of schedules.
- Installation and removal of temporary facilities.
- Delivery and processing of submittals.
- Progress meetings.
- Project Close-out activities.

Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

## SUBMITTALS

Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.

Show the interrelationship of components shown on separate Shop Drawings.

Indicate required installation sequences.

Refer to Division-15 Section "Basic Mechanical Requirements," and Division-16 Section "Basic Electrical Requirements" for specific coordination Drawing requirements for mechanical and electrical installations.

Staff Names: At the Preconstruction Conference, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

## PART 2 - PRODUCTS (Not Applicable).

## PART 3 - EXECUTION

### GENERAL INSTALLATION PROVISIONS

Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

Recheck measurements and dimensions, before starting each installation.

Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

### CLEANING AND PROTECTION

During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

- Excessive static or dynamic loading.
- Excessive internal or external pressures.
- Excessively high or low temperatures.
- Thermal shock.
- Excessively high or low humidity.
- Air contamination or pollution.
- Water or ice.
- Solvents.
- Chemicals.
- Light.
- Radiation.
- Puncture.
- Abrasion.
- Heavy traffic.
- Soiling, staining and corrosion.
- Bacteria.
- Rodent and insect infestation.
- Combustion.
- Electrical current.
- High speed operation,
- Improper lubrication,
- Unusual wear or other misuse.
- Contact between incompatible materials.
- Destructive testing.
- Misalignment.
- Excessive weathering.
- Unprotected storage.
- Improper shipping or handling.
- Theft.
- Vandalism.

END OF SECTION 01040

## SECTION 01045 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

#### SUMMARY

This Section specifies administrative and procedural requirements for cutting and patching.

Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

Demolition of selected portions of the courts for alterations is included in Section "Selective Demolition."

#### QUALITY ASSURANCE

Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

Obtain approval of cutting and patching before cutting:

- Foundation construction.
- Bearing and retaining walls.
- Structural concrete.
- Structural steel.
- Lintels.
- Structural decking.
- Miscellaneous structural metals.
- Equipment supports.
- Piping, ductwork, vessels and equipment.

Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

### PART 2 - PRODUCTS

#### MATERIALS

Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

## PART 3 - EXECUTION

### INSPECTION

Before cutting existing surfaces examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

### PREPARATION

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

### PERFORMANCE

General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.

In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.

Comply with requirements of applicable Sections of Division-2 where cutting and patching requires excavating and backfilling.

By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner



that will eliminate evidence of patching and refinishing.

Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.

Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch, after the patched area has received primer and second coat.

#### CLEANING

Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

SECTION 02070 - SITE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK

- A. Extent of site demolition work is indicated on drawings.
- B. Types of Site Demolition Work: Demolition requires the site removal and subsequent off-site disposal of the following:
  - 1. Portions of structures and pavements indicated on drawings and as required to accommodate new construction.
  - 2. Removal or abandonment of underground utilities as indicated on drawings.
  - 3. Related work specified elsewhere:
    - a. Remodeling construction work and patching is included within the respective sections of specifications, including removal of materials for re-use and incorporated into remodeling or new construction.
    - b. Relocation of pipes, conduits, ducts, other mechanical and electrical work are specified by respective trades.

1.03 SUBMITTALS

- A. Schedule: Submit schedule indicating proposed methods and sequence of operations for site demolition work to Architect for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.
- B. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

1.04 JOB CONDITIONS

- A. Occupancy: Owner will be continuously occupying areas of the building immediately adjacent to areas of site demolition. Conduct site demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
  - 1. Conditions existing at time of commencement of contract will be maintained by Owner insofar as practicable. However, variations may occur by Owner's removal and salvage operations prior to start of site demolition work.
- C. Partial Demolition and Removal: Items indicated to be removed but of salvable value to

Contractor may be removed as work progresses. Transport salvaged items from site as they are removed.

1. Storage or sale of removed items on site will not be permitted.
- D. Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to site demolition work.
1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public around the site demolition work area.
  2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.
  3. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
  4. Remove protections at completion of work.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.
- F. Traffic: Conduct site demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Explosives: Use of explosives will not be permitted.
- H. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

## PART 2 - PRODUCTS

Not applicable to this section.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Prior to commencement of site demolition work, inspect areas in which work will be performed. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from site demolition work; file with Architect prior to starting work.

### 3.02 PREPARATION

- A. Provide shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- B. Cease operations and notify the Architect immediately if safety of any structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
- C. Cover and protect site furniture and equipment to remain from soiling or damage when demolition work is performed in areas from which such items have not been removed.
- D. Locate, identify, stub off and disconnect utility services that are not indicated to remain.
- E. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shut-down of service is necessary during change-over.

### 3.03 DEMOLITION

- A. Perform site demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
- B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
- C. Provide services for effective water pollution controls as required by local authorities having jurisdiction.
- D. Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel or sand, free of trash and debris, stones over 6" diameter, roots or other organic matter.
- E. If unanticipated elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Architect in written, accurate detail. Pending receipt of directive from Architect rearrange site demolition schedule as necessary to continue overall job progress without delay.

### 3.04 SALVAGE MATERIALS

- A. Salvage Items: Carefully remove any salvagable items, clean, store and turn over to Owner and obtain receipt.
  - 1. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance remain the property of the Owner. Notify Architect if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.

### 3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove debris, rubbish and other materials resulting from demolition operations from

building site. Transport and legally dispose of materials off site.

- B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.
- C. Burning of removed materials is not permitted on project site.

3.06 CLEAN-UP AND REPAIR

- A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave areas broom clean.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of site demolition work. Repair adjacent construction or surfaces soiled or damaged by site demolition work.

END OF SECTION 02070

SECTION 02220  
EXCAVATING, BACKFILLING, AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work included under this Section consists of excavating, backfilling and compacting as required for the construction of the utility system consisting of piping and appurtenances as shown on the Drawings and specified herein.
- B. Definitions:
1. Maximum Density: Maximum weight in pounds per cubic foot of a specific material.
  2. Optimum Moisture: Percentage of water in a specific material at maximum density.
  3. Rock Excavation: Excavation of any hard natural substance which requires the use of explosives and/or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery.
  4. Suitable: Suitable materials for fills shall be noncohesive, nonplastic granular local sand and shall be free from vegetation, organic material, marl, silt or muck. The Contractor shall furnish all additional fill material required.
  5. Unsuitable: Unsuitable materials are highly organic soil (Peat or muck) classified as A-8 in accordance with AASHTO Designation M 145.
- C. Plan For Earthwork: The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater conditions, the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the RPR for review. The Contractor shall consider, and his plan for excavation shall reflect, the equipment and methods to be employed in the excavation. The prices established in the Proposal for the work to be done will reflect all costs pertaining to the work.

1.02 QUALITY ASSURANCE

- A. A testing laboratory employed by the Owner will make such tests as are deemed advisable. The Contractor shall schedule his work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the laboratory informed of his progress. Costs for all testing shall be paid by the Owner. However, any and all tests which have to be repeated because of the failure of the tested material to meet specification shall be paid for by the Contractor and the cost of any tests shall be deducted from payments due the Contractor.
- B. Standards:

1. OSHA 29 CFR Subpart P - Excavations and Trenches a) 1926.650, 1926.651, 1926.652.
2. OSHA 29 CFR Subpart J - a) 1910.146 for Confined Space Entry.

### 1.03 JOB CONDITIONS

- A. Test borings and the sub-surface exploration data if previously done on the site will be made available upon request and are for the Contractor's information only.
- B. If, in the opinion of the Owner, conditions encountered during construction warrant a change in the footing elevation, or in the depth of removal of unsuitable material from that indicated on the Drawings, an adjustment will be made in the contract price, as provided in the Schedule of cost for Changes in Quantities.

### 1.04 PROTECTION

#### A. Sheeting and Bracing:

1. Furnish, put in place, and maintain such sheeting and bracing as may be required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures, power poles, etc. from undermining, and to protect workers from hazardous conditions or other damage. Such support shall consist of braced steel sheet piling, braced wood lagging and soldier beams or other accepted methods. If the Owner is of the opinion that at any points sufficient or proper supports have not been provided, he may order additional supports put in at the expense of the Contractor, and compliance with such order shall not relieve or release the Contractor from his responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and compacted. Where soil cannot be properly compacted to fill a void, lean concrete shall be used as backfill at no additional expense to the Owner.
2. The Contractor shall construct the sheeting outside the neat lines of the foundation unless indicated otherwise to the extent he deems it desirable for his method of operation. Sheeting shall be plumb and securely braced and tied in position. Sheeting and bracing shall be adequate to withstand all pressure to which the structure or trench will be subjected. Any movement or bulging which may occur shall be corrected by the Contractor at his own expense so as to provide the necessary clearances and dimensions.
3. Where sheeting and bracing is required to support the sides of excavations for structures, the Contractor shall engage a Professional Geotechnical Engineer, registered in the State of Florida, to design the sheeting and bracing. The sheeting and bracing installed shall be in conformity with the design, and the Professional Engineer shall provide certification of this.
4. The installation of sheeting, particularly by driving or vibrating, may cause distress to existing structures. The Contractor shall evaluate the potential for such distress and, if necessary, take all precautions to prevent distress of existing structures because of sheeting installation.

5. The Contractor shall leave in place to be embedded in the backfill all sheeting and bracing not shown on the Drawings but which the Owner may direct him in writing to leave in place at any time during the progress of the work for the purpose of preventing injury to structures, utilities, or property, whether public or private. The Owner may direct that timber used for sheeting and bracing be cut off at any specified elevation.
6. All sheeting and bracing not left in place shall be carefully removed in such a manner as not to endanger the construction or other structures, utilities, or property. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, or otherwise as may be directed by the Owner.
7. The right of the Owner to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.
8. No wood sheeting is to be withdrawn if driven below mid-diameter of any pipe, and under no circumstances shall any wood sheeting be cut off at a level lower than 1 foot above the top of any pipe.

B. Pumping and Drainage:

1. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels as stipulated in Section 02140 - Dewatering. The Contractor shall engage a Professional Geotechnical Engineer registered in the State of Florida, to design the dewatering systems for all structures. The Contractor shall submit to the Engineer for review a plan for dewatering systems prior to commencing work. The dewatering system installed shall be in conformity with the overall construction plan, and the Professional Engineer shall provide certification of this. The Professional Engineer shall be required to monitor the performance of the dewatering systems during the progress of the work and require such modifications as may be required to assure that the systems are performing satisfactorily.
2. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation and to preserve the integrity of adjacent structures. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.
3. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.



4. The Contractor shall take all additional precautions to prevent uplift of any structure during construction.
5. The conveying of water in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the authority having jurisdiction. Any requirements and costs for such use shall be the responsibility of the Contractor. However, the Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and he shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Owner or the authority having jurisdiction, at no cost to the Owner.
6. The Contractor shall prevent flotation by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages which may result from failure of this system.
7. Removal of dewatering equipment shall be accomplished after the system is no longer required; the Contractor shall remove the material and equipment constituting the system.
8. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater quality.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General:

1. All fill material shall be subject to the review and acceptance of the Engineer.
2. All fill material shall be free of organic material, trash, or other objectionable material. The Contractor shall remove excess or unsuitable material from the job site.

B. Common Fill Material: Common fill shall be sand and shall not contain stones, rock, concrete or other rubble larger than two (2) inches in diameter. It shall have physical properties that allow it to be easily spread and compacted.

C. Structural Fill: Structural fill shall be reasonably well graded sand to gravelly sand having the following gradation:

<u>US Sieve Size</u>	<u>Percent Passing By Weight</u>
1 - Inches	100
No. 4	75-100
No. 40	15- 80
No. 100	0- 30
No. 200	0- 12

D. Class 1 Soils\*: Manufactured angular, granular material, 1/4 to 1 1/2 inches (6 to 4 mm) size, including materials having significance such as crushed stone or rock, broken coral, crushed slag, cinders, or crushed shells. Sieve analysis for crushed stone is given below separately.

Crushed Stone: Crushed stone shall consist of clean mineral aggregate free from clay, loam or organic matter, conforming with ASTM C33 stone size No. 89 and with particle size limits as follows:

<u>U.S. Sieve Size</u>	<u>Percent Passing By Weight</u>
1/2	100
3/8	90-100
No. 4	20- 55
No. 8	5- 30
No. 16	0- 10
No. 50	0- 5

E. Class II Soils\*\*:

1. GW: Well-graded gravel's and gravel-sand mixtures, little or no fines. Fifty (50) percent or more retained on No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.
2. GP: Poorly graded gravels and gravel-sand mixtures, little or no fines. Fifty (50) percent or more retained on No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.
3. SW: Well-graded sands and gravelly sands, little or no fines. More than fifty (50) percent passes No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.
4. SP: Poorly graded sands and gravelly sands, little or no fines. More than fifty (50) percent passes No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.

\* Soils defined as Class I materials are not defined in ASTM D2487.

\*\* In accordance with ASTM D2487, less than 5 percent pass No. 200 sieve.

F. Coarse Sand: Sand shall consist of clean mineral aggregate with particle size limits as follows:

<u>U.S. Sieve Size</u>	<u>Percent Passing By Weight</u>
3/8 inch	100
No. 10	85-100
No. 40	20- 40
No. 200	0- 12

G. Other Material: All other material, not specifically described, but required for proper completion of the work shall be selected by the Contractor and accepted by the Engineer.

PART 3 - EXECUTION

3.01 PREPARATION

A. Clearing:

1. The construction areas shall be cleared of all obstructions and vegetation including large roots and undergrowth, as required for the excavation.
2. Strip and stockpile topsoil on the site at the location to be determined by the Owner.

3.02 EXCAVATION

- A. General: Excavations for roadways, structures and utilities must be carefully executed in order to avoid interruption of any utility service.
- B. Excavating for Roadways/Structures/Utilities:
  - 1. Excavation shall be made to such dimensions as will give suitable room for building the foundations and the structures, for bracing and supporting, for pumping and draining, and for all other work required.
    - a. Excavation for precast or prefabricated structures shall be carried to an elevation 2 feet lower than the proposed outside bottom of the structure to provide space for the select backfill material. Prior to placing the select backfill, the excavation shall be measured by the Owner to indicate to the satisfaction of the Owner that the excavation has been carried to the proper depth and is reasonably uniform over the area to be occupied by the structure.
    - b. Excavation for structures constructed or cast in place in dewatered excavations shall be carried down to the bottom of the structure where dewatering methods are such that a dry excavation bottom is exposed and the naturally occurring material at this elevation leveled and left ready to receive construction. Material disturbed below the founding elevation in dewatered excavations shall be replaced with Class B concrete.
    - c. Footings: Cast-in-place concrete footing sides shall be formed immediately after excavation. Forming for footing sides is specified elsewhere.
  - 2. Immediately document the location, elevation, size, material type and function of all new subsurface installations, and utilities encountered during the course of construction.
  - 3. Excavation equipment operators and other concerned parties shall be familiar with subsurface obstructions as shown on the Drawings and should anticipate the encounter of unknown obstructions during the course of the work.
  - 4. Encounters with subsurface obstructions shall be hand excavated.
  - 5. Excavation and dewatering shall be accomplished by methods that preserve the undisturbed state of subgrade soils. Subgrade soils, which become soft, loose, "quick" or otherwise unsatisfactory for support of structures as a result of inadequate dewatering or other construction methods, shall be removed and replaced by crushed stone as required by the Owner at the Contractor's expense.
  - 6. The bottom of excavations shall be rendered firm and dry before placing any structure. Excavated material not suitable for backfill shall be removed from the site and disposed of by the Contractor.
  - 7. All pavements shall be cut prior to removal, with saws or approved power tools.
  - 8. Excavated material shall be stockpiled in such a manner as to prevent nuisance conditions. Surface drainage shall not be hindered.

9. All locations and elevations as required herein must be permanently documented by the Contractor, on the Record Drawings prior to the Owner's review and acceptance of the Application for Payment for that work.
10. Excavation of sewer trenches shall not be opened in advance of the laying of sewer pipe for a greater distance than that required to install the sewer pipe. In no case shall the open trench ahead of the sewer pipe exceed 25 feet. Backfill should be accomplished immediately after jointing the pipe to prevent movements. Shoring, sheeting and bracing of trench is required by Owner when necessary to prevent caving during excavation in unstable material, or to protect adjacent structure, property, workers, and the public. Maintain sheeting in place until the pipe or structure has been placed and backfilled. Shoring and sheeting shall be removed, as the backfilling is done, in a manner that will not damage the pipe or structure or permit voids in the backfill.
11. All excavation, shoring, sheeting and bracing shall conform to the requirements of Federal Register CFR 29 Part 1926-650 and 651 Excavation Standards. Also, Federal Register CFR 29 Part 1926 Construction Standards and Part 1910 General Industry Standards. The most current of these requirements shall apply.

### 3.03 DRAINAGE

- A. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition. The dewatering method used shall prevent disturbance of earth below grade.
- B. All water pumped or drained from the work shall be disposed of in a suitable manner without undue interference with other work, without damage to surrounding property, and in accordance with pertinent rules and regulations.
- C. No construction, including pipe laying, shall be allowed in water. No water shall be allowed to contact masonry or concrete within 24 hours after being placed. The Contractor shall constantly guard against damage due to water and take full responsibility for all damage resulting from his failure to do so.
- D. The Contractor will be required at his expense to excavate below grade and refill with crushed stone (gradation 57 or 89) or other accepted fill material if the Engineer determines that adequate dewatering has not been provided.

### 3.04 UNDERCUT

- A. If the bottom of any excavation is below that shown on the Drawings or specified because of Contractor error, convenience, or unsuitable subgrade due the Contractor's excavation methods, he shall refill to normal grade with fill at his own cost. Fill material and compaction method shall be as directed by the Owner.

### 3.05 FILL AND COMPACTION

- A. Compact and backfill excavations and construct embankment according to the following schedule. (Proctor standard shall be ASTM D-698):

STRUCTURES AND ROADWORK

<u>Area</u>	<u>Material</u>	<u>Compaction</u>
Beneath Structures	Structural Fill	12" lifts, compacted to 98% maximum density as determined by AASHTO T-180. Fill should not be placed over any in-place soils until those deposits have been compacted to 95% Modified Proctor.
Around Structures	Structural Fill	8" lifts, 95% of maximum density as determined by AASHTO T-180. Use light rubber-tired or vibratory plate compactors.
Beneath Paved Surfaces	Common Fill	12" lifts, 98% by maximum density as determined by AASHTO T-180 or as required by the FDOT Standards.
Open Areas	Common Fill	12" lifts, 95% by maximum density as determined by AASHTO T-180.
Right-Of-Way	Common Fill	12" lifts, 98% by maximum density as determined by AASHTO T-180.

- B. Pipe shall be laid in open trenches unless otherwise indicated on the Drawings or elsewhere in the Contract Documents.
- C. Excavations shall be backfilled to the original grade or as indicated on the Drawings. Deviation from this grade because of settling shall be corrected. Backfill operation shall be performed to comply with all rules and regulation and in such a manner that it does not create a nuisance or safety hazard.
- D. Embankments shall be constructed true to lines, grades and cross sections shown on the plans or ordered by the Owner. Embankments shall be placed in successive layers of not more than 8-inches in thickness, loose measure, for the full width of the embankment. As far as practicable, traffic over the work during the construction phase shall be distributed so as to cover the maximum surface area of each layer.
- E. If the Contractor requests approval to backfill material utilizing lifts and/or methods other than those specified herein, such request shall be in writing to the Owner. Acceptance will be considered only after the Contractor has performed tests, at the Contractor's expense, to identify the material used and density achieved throughout the backfill area utilizing the method of backfill requested. The Owner's acceptance will be in writing.
- A. The backfill material shall be placed in 6 inch layers and compacted, using mechanical compacting equipment to a dry density equal to 98% of the maximum dry density as determined by the standard proctor compaction test ASTM D698, each layer being compacted to the required density prior to placing the next layer. The Utilities Department may require the density be checked by a licensed laboratory at each manhole and at two points between as selected by the inspector, at no cost to the Owner.

END OF SECTION

SECTION 02440 - UNDERGROUND SPRINKLER

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

Furnish all materials, equipment and labor as necessary for the installation of an irrigation system per the drawings and specifications. All work shall meet City of Tampa standards for materials and workmanship.

Related Work:

1. Trees, Plants and Groundcovers
2. Sodding

1.2 RELATED DOCUMENTS:

- A. Drawing and general provisions of Contract, including General Provisions, Supplementary General Provisions, Special Conditions, and Division – 1 Specification sections apply to work specified in this section.

1.3 DESCRIPTION OF WORK:

- A. Design and Installation of system is included in this section.

1.4 QUALITY ASSURANCE:

- A. On-Site Observation: At any time during the installation of the irrigation system by the Contractor, the City of Tampa may visit the site to observe work underway. Upon request, the Irrigation sub-contractor shall be required to uncover specified work as directed by the City of Tampa without compensation. Should the materials, workmanship or method of installation not meet the standards specified herein, the Contractor shall replace the work at his own expense.
- B. Workmanship: All work shall be installed by skilled personnel, proficient in the trades required, in a neat, orderly and responsible manner with recognized standards of workmanship. The sub-contractor shall have had considerable experience and demonstrated ability in the installation of sprinkler irrigation systems of this type.

1.5 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical data for all materials and installation instructions for underground sprinkler system.
- B. Drawings: Submit in two phases. Prior to detailed design submit a drawing showing the preliminary design and layout of the proposed irrigation system, overlaid on the Landscape Plan on LS-1. Obtain approval of this design prior to submitting Final Design of Irrigation System. Final design must be submitted and approved before starting irrigation construction and shall include plan layout and details illustrating location and type of heads, valves, piping circuits, controls and accessories. If requested by the City, provide design calculations demonstrating how system component sizes were derived.

1. Format: The irrigation system design plans shall be done in AutoCAD to scale. These plans shall be provided to the City of Tampa prior to final acceptance of the project. Provide CD and 2 sets of blueprints.
- C. Bidders shall furnish, with their bid, evidence in writing that they maintain a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services.

## PART 2 – PRODUCTS

### 2.1 MATERIALS:

- A. Irrigation Pipe: All main and lateral lines shall be PVC pipe ASTM D1785 1120 schedule 40. Exception would be galvanized steel pipe, when specified, and paint all with 2 coats of forest green enamel.
- B. Pipe Size: Increased to allow expansion or nozzle size change.
  1. No flow shall exceed 4' per second.
  2. All laterals to bubbler will be 3/4".
- C. Pipe Fittings:
  1. ASTM D 2466 socket fittings schedule 40 shall be used for PVC pipe with ASTM A 2564 solvent cement and purple primer.
  2. ANSI B 16.3 galvanized malleable iron screwed fittings shall be used for all galvanized pipe.
- D. Manual Valves: Manufactured as follows: PVC Schedule 40 ball valves unless otherwise indicated.
- E. Electric Valves: Irritrol 200B series electric valve with flow control. AC or DC depending upon power source. If DC is utilized, provide separate common wire for each 4 zones. Master valve to be used with more than 2 zones or if main line crosses a roadway.
- F. Automatic Valve Wiring: 14 gauge direct burial wire, color coded as follows: red for zones, white for common, blue for master valve and black for extras. Wire splices shall be made at a common location, contained in a valve box and spliced using greased filled King wire nuts.
- G. Sprinkler Heads: Manufacturer's standard unit designed to provide uniform coverage over entire area shown on drawings at available water pressure and installed using K-Flex pipe and schedule 40 PVC connectors as follows:
  1. Rainbird Bubbler: #1402 – 0.5 GPM on K-Flex pipe (2 per tree).
- H. Valve Box: Concrete valve box with cast iron cover, size as needed, or as specified on drawings.

I. Automatic Control System:

1. Battery powered (9 volt) control module as specified on drawings.

PART 3 – EXECUTION

3.1 SYSTEM DESIGN:

- A. Design Pressures: Verify available pressure prior to system design. Design system throughout compatible with available water source.
- B. Location of Bubblers: Design locations in accordance with accepted sprinkler practice to provide proper coverage. Make minor adjustments as necessary to avoid plantings and other obstructions.
- C. Minimum Water Coverage:

Tree areas, 100%.

Layout may be modified, if necessary to obtain coverage, to suit manufacturer's standard heads. Do not decrease the number of bubbler heads indicated unless otherwise acceptable to Engineer and/or Architect.

- D. Group valves in one or two locations when possible and minimize the number of zones as is practical.
- E. No flow shall exceed 4 feet per second.

3.2 WATER SERVICE:

- A. Contractor shall include in bid price all costs associated with providing water service to system. This includes, but is not limited to, coordination with City of Tampa Water Department to provide service, connection fees, preparation of riser diagram sufficient for obtaining all materials and labor for a complete functioning system.

3.3 TRENCHING AND BACKFILLING:

- A. General: Protect existing utilities, paving, plants, trees and other facilities caused by irrigation operations. Contractor shall be responsible for the repair of any damage to existing utilities and paving. Excavate straight and true with bottom uniformly sloped to low point.
- B. Sunshine: Contractor shall be responsible for notifying underground utilities 48 hours prior to beginning work at (800) 432-4770.
- C. Trench Depth: Excavate trenches to a depth of 18" below grade, unless otherwise indicated.
- D. Minimum Cover: Provide 18" minimum cover over top of installed piping for conventional irrigation systems.
- E. Backfill: Backfill with clean material from excavation. Remove organic material as well as rocks and debris larger than 1" diameter. Place acceptable backfill material in 6" lifts, compacting each lift.



- F. Existing Lawns: Where trenching is required across existing lawns, trench no wider than necessary to accommodate pipes.
  - 1. Backfill trench to within 6" of finished grade. Continue fill with acceptable topsoil and compact to bring area to the elevation of existing lawn.
  - 2. If trench is more than 6" in width relay or plant new sod within 7 days after removal, roll and water generously.
  - 3. Re-seed and restore to original condition any sod areas not in healthy condition equal to adjoining lawns 30 days after replanting.
  
- G. Existing Trees: All trenching or other work under the limb spread of any and all trees shall be done by hand or by other methods so that no limbs or branches are damaged in any way.
  - 1. Trenching, per existing tree schedule below, shall be done to minimize root disturbance. Coordinate with City of Tampa representative prior to beginning, to determine limits of root pruning shall approve any work-taking place within 10' of protected tree. All other tree roots shall be severed cleanly per the City of Tampa Site Clearing Ordinance.

Existing Tree Schedule

1" caliper	3' from tree trunk
2" caliper	4' from tree trunk
3" caliper	6' from tree trunk
4" caliper	8' from tree trunk
6" caliper	10' from tree trunk

- H. Pavements: Where existing pavements must be crossed to install landscape irrigation system, either saw cut straight clean lines 6" wider than trench or bore. Boring is the preferred method.
  - 1. Excavate trench to required depth and width.
  - 2. Remove cut out pavement and excavated material from the site.
  - 3. At walkways, jack piping under paving material if possible.
  - 4. Backfill with dry sand fill material, placing in 6" inch lifts.
  - 5. Repair or replace pavement cuts with equivalent materials and finishes.
  - 6. If a concrete sidewalk is cut or damaged the full section must be replaced.

3.4 INSTALLATION:

- A. Pre-con on site prior to starting will take place.
  
- B. General: Contractor shall be responsible for filing and obtaining any and all agency permits. All work must conform to City of Tampa and the uniform plumbing code. Any work taking place along a city, county or state road or median must comply with appropriate regulating authority guidelines for Traffic Control for Construction and Maintenance Operations.

- C. Inspections
  - 1. Piping before covering.
  - 2. All materials prior to planting and/or mulching.
  - 3. 24 hour notice of inspection needed.
  
- D. Connection to Main: Connect to downstream side of ball valve in location as indicated on drawing. Water meter and backflow preventer by others.
  
- E. Control Valves: Install in valve box, arrange for easy adjustment and removal.
  - 1. Adjust size of automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
  - 2. All zone wiring to be installed under the main line.
  
- F. Piping: Lay pipe on solid subbase uniformly sloped without humps:
  - 1. Install PVC pipe in dry weather when temperature is above 40 degrees F in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperatures above 40 degrees F (4 degrees C) before testing, unless otherwise recommended by manufacturer. All PVC connections will be cleaned with purple primer prior to cementing.
    - a. Mainline depth shall be 18".
    - b. Lateral line depth shall be 12".
  
- G. Dielectric Protection: Use dielectric fittings at connection where pipes of dissimilar metal are joined.

### 3.5 ACCEPTANCE:

- A. Maintenance: Irrigation Sub-contractor is responsible for all maintenance of this system until final acceptance by City of Tampa.
  
- B. Inspection: The acceptance of irrigated areas will be made by the City of Tampa representative upon irrigation sub-contractors request. Provide notification at least 2 working days before requesting inspection date. The City of Tampa will provide a punch list of those items which must be corrected before re-inspection for final acceptance. The City of Tampa representative will determine an appropriate time period in which the punch list item must be corrected. Provide 48 hours notification of need for re-inspection.
  
- C. As Built Drawings: After final acceptance of the completed installation, and prior to final payment, the Contractor shall be responsible for having complete electronic drawings prepared showing any changes from approved Shop Drawings and these shall be included as part of required "As Built Drawings".
  - 1. As-built drawings shall include the following:
    - a. Water source location and size.
    - b. Power source location.
    - c. Changes to controller type or location.
    - d. Any wiring changes in location, number, type, color.
    - e. Valve locations should be dimensioned and areas controlled identified.
    - f. Location, depth and size of main line and feeder lines. Off-set to main line requested.

- D. Final Acceptance: The point in time when all requirements of the project drawings and specification are completed, including any punch list items, to the satisfaction of the City of Tampa representative. A City of Tampa representative shall notify the contractor in writing of final acceptance.

### 3.6 GUARANTEE:

- A. Guarantee: All work shall be guaranteed for one year from date of final acceptance against all defects and malfunctions in materials, equipment and workmanship.
  - 1. The guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in materials, equipment and workmanship, to the satisfaction of the City of Tampa. Repairs, if required, shall be done promptly at no cost to the City of Tampa. The irrigation sub-contractor shall not be responsible for work damaged by others. The guarantee shall state the name of the owner, provide full guarantee terms, effective and termination date, name and license number. It shall be signed by the chief executive of the Irrigation sub-contractor and notarized. Manufacturer's warranties shall not relieve the Irrigation sub-contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.
  - 2. The Irrigation sub-contractor will make necessary repairs within 72 hours notice, if the sub-contractor shall neglect to make or undertake with the due diligence to make the same, the City of Tampa may make such repairs at the sub-contractors expense. In the case of emergency where, in the judgement of the City of Tampa, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the contractor, and the sub-contractor shall pay the cost thereof.

END OF SECTION

SECTION 02900  
PLANTS AND GROUNDCOVERS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Furnish all materials, equipment and labor as necessary for preparation of planting areas, soil treatment, planting of shrubs and groundcover, protection of existing plants, maintenance, warranty and replacement of plants, and related items as required to complete the work as indicated on the drawings and specified herein.

1.2 DEFINITIONS:

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

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

"Warranty Period" shall be a six month period beginning at Final Acceptance.

"Maintenance Period" shall begin when plant material is installed and continue for ninety (90) days after notification of Final Acceptance.

"Final Maintenance Inspection" shall occur at the end of the ninety (90) day maintenance period.

1.3 QUALITY ASSURANCE

1.3.1 The landscape installation shall be by a single firm specializing in landscape work.

1.3.2 Plant names indicated shall comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed shall conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

1.3.3 Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock" (ANSI Z60 1) and, sizing and grading standards of the latest edition of "Grades and Standards for Nursery Plants: Part I and II" by the Florida Department of Agriculture and Consumer Services. All plant material shall be "Florida No. 1" or better.

1.3.4 Caliper measurement shall be taken 6" above ground level if 4" or less. If greater than 4", caliper measurement will be taken at 12" above ground level.

1.3.5 Do not make substitutions. If specified landscape material is not obtainable, submit to City Representative in writing, proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made.

1.3.6 All plants shall be nursery grown and 100% acclimatized to local planting conditions.

1.3.7 Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, providing that the larger plants will not be cut back to size indicated or rootbound in pots. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated. Height and spread specified will prevail over container size specified, for groundcover and shrub material only.

1.3.8 All trees will be inspected and approved by the City Representative at the place of growth, for compliance with specification requirements for quality, size, and variety. When trees cannot be obtained locally, provide sufficient photographs of the proposed plants for approval.

1.3.8.1 Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

1.3.8.2 Tag trees at the source of supply prior to inspection by City Representative.

#### 1.4 AWARDEE SUBMITTALS

The awarded bidder shall submit the following prior to commencing with work:

1.4.1 Submit planting schedule showing scheduled dates for each type of planting in each area of site two weeks prior to beginning work.

1.4.2 Submit certificates of inspection, as required by governmental authorities, and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides and fertilizer materials, submit other data substantiating that materials comply with specified requirements.

**1.4.3** Submit the following material samples:

- Mulch
- Topsoil with verification of sterilization and source.
- One typical sample or photographs of each shrub and groundcover material as specified, prior to planting for approval. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

1.4.4 Upon final acceptance of plant material, submit two written maintenance instructions recommending procedures for maintenance of plant materials for a one year period.

**1.4.5** Provide landscape planting as-built drawings:

- Legibly mark drawings to record actual installation.
- Identify field changes of dimension and detail and changes made by approving authority.

#### 1.5 DELIVERY, STORAGE AND HANDLING

1.5.1 Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.

1.5.2 B&B Trees must be held and fully acclimatized over a period not less than eight (8) weeks prior to delivery to site.

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

1.5.4 Plant material that is stored improperly shall receive a special review of acceptance/rejection, established on a case by case basis.

1.5.5 Cover plants transported on open vehicles with a protective covering to prevent wind burn.

1.5.6 Topsoil shall be kept dry and loose for planting bed mixes.

1.5.7 Label at least one (1) tree and one (1) shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.

## 1.6 JOB CONDITIONS

1.6.1 Work notification: Notify the City Representative at least seven (7) working days prior to installation of plant material. All plant samples to be reviewed for approval prior to notification.

1.6.2 Protect existing utilities, paving, irrigation, landscaping and other facilities from damage caused by landscaping operations. Notify Sunshine One Call a minimum of 72 hours prior to beginning work. Contractor shall verify all underground and above ground utility locations prior to start of work. Notify the City Representative of any unsatisfactory conditions prior to start of work. Start of work will indicate acceptance of conditions and full responsibility for completed work. Awardee is responsible for repairing any damage done by landscape installation process.

1.6.3 A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omission occur in the plant materials list, the planting plans shall govern.

1.6.4 Examine the sub-grade, verify the elevations, observe the conditions under which work is to be performed, and examine unsatisfactory conditions before proceeding with the work. Contractor shall be responsible for the removal of existing vegetation deemed necessary by the City's Representative to carry out scope of project.

**1.6.4.1** When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify the City Representative before planting to determine alternative action.

1.6.5 Locate, protect, and maintain the existing irrigation system during planting operations. Repair irrigation system components, new and existing, damaged during planting operations with like materials. Test system prior to installation of plant material.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

2.1.1 Plants: Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasion of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.

- All plant material shall be "Florida No.1", or better.
- Dig balled and burlapped plants with firm, natural balls of earth of diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.

2.1.2 Container-grown stock: Grown in container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.

- No plants shall be loose in the container.
- Container stock shall not be pot bound.

2.1.3 Plants planted in rows shall be matched in form.

2.1.4 Plants larger than those specified in the plant list may be used when acceptable to the City of Tampa representative. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.

2.1.5 The height of the trees, measured from the crown of the roots to the average height of the top of the tree, shall not be less than the minimum size designated in the plant list. Container size designated, if any, shall be minimum size required.

2.1.6 No pruning wounds shall be present with a diameter of more than one-inch (1") and such wounds must show vigorous bark on all edges.

2.1.7 Height and spread requirements of shrub and groundcover material, indicated in the plant list, shall prevail over container size indicated, unless otherwise specified.

2.1.8 Shrubs and small plants shall conform to the following standards:

- The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
- Single stemmed or thin plants will not be accepted.
- Side branches shall be generous, well-twiggged, and the plant as a whole well-bushed to the ground, unless otherwise specified.
- Plants shall be in a vigorous condition, free from dead wood, bruises, or other root or branch injuries.

2.1.9 Any plant material showing signs of shock will be judged on a case by case basis for acceptance or rejection.

## 2.2 ACCESSORIES

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

2.2.2 Topsoil for Planting Beds: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with acidity range between pH 5.5 and 6.5. Mixture 50% course native sand and 50% peat as specified.

- Expressly identify source location of topsoil and/or peat proposed for use on the project.
- Provide topsoil free of substances harmful to the plant material. Topsoil shall be sterilized.

2.2.3 Peat: Brown to black in color, sterile, weed and seed free granulated raw peat, containing not more than 9% mineral on a dry basis.

2.2.4 Fertilizer shall be complete with the following analysis and source compounds:

- 10% nitrogen derived from ammonium nitrate.
- 2% phosphorous derived from super phosphate.
- 10% potassium derived from potassium sulfate.
- 4% magnesium derived from magnesium sulfate.

The fertilizer shall be neutral and contain the essential micro-nutrients (Chelated Fe, Mn, Zn, Mo, Bo, Cu) in sulfates unless otherwise indicated in ppm. Fertilizer shall be slow release.

2.2.5 Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.

2.2.6 Mulch shall be mini pine bark nuggets, clean, bright and free from weeds, moss, sticks and other debris. Mulch shall be spread at minimum of two (2) inches deep and maximum of four (4) inches deep or as otherwise noted. Mulch all existing beds as indicated on the plans.

2.2.7 Water shall be free of substances harmful to plant growth. Water shall contain less than 300 ppm soluble salts and less than 10 ppm chlorine, fluoride and sodium. Hoses or other methods of transportation furnished by Awardee. Awardee shall furnish water supply from an acceptable source. Acceptable sources: deep wells, municipal potable supply and treated wastewater.

2.2.8 Pre-emergent weed killer: Apply 2: granular "Chipco" Ronstar or approved equal, at a rate recommended by manufacturer.

## PART 3 - EXECUTION

### 3.1 INSPECTION

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

### 3.2 PREPARATION

#### 3.2.1 Time of planting.

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

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

3.2.3 Layout of planting beds shall be performed by the Awardee prior to starting work, and approved by the City of Tampa representative at each site. Give 48 hours notice of need for inspection. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected. Verify locations of existing utilities.

3.2.4 Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least 12" greater than the diameter of the root system and 3X times greater than diameter of rootball for trees. Depth of pit shall accommodate the root system. Remove excavated materials from the site, as indicated under Project Notes on plans.

### 3.3 INSTALLATION

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

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

3.3.1.1. Remove all burlap, ropes, and wires from the tops of balls.

3.3.2 Space ground cover plants in accordance with indicated dimensions. Adjust quantities as necessary to fill planting bed with indicated spacing of plants. Plant to within 4' of the trunks of trees and shrubs within planting bed, and to within 1' of edge of bed.



3.3.3 Apply anti-desiccant using power spray to provide adequate film over trunks, branches, stems, twigs and foliage.

3.3.4 Mulch:

- Apply pre-emergent weed killer over grade prior to mulching, as specified by City of Tampa representative. Use rates recommended for specified product.
- Mulch tree, shrub planting pits and shrub beds with required mulching material 2"-4" deep or as otherwise noted immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

3.3.5 Pruning:

- Prune branches of B&B stock, prior to transplanting, to balance the loss of roots and preserve the natural character appropriate to the particular plant requirements. In general, remove 1/4 to 1/3 of the leaf bearing buds, proportion shall in all cases be acceptable to the City of Tampa representative. Remove or cut back broken, damaged, and unsymmetrical growth of new wood. Prune trees to retain required height and spread. Do not cut structural branches. Required sizes are the size after pruning.
- Multiple leader plants: Preserve the leader which will best promote the symmetry of the plant. Cut branches at branch collars.

3.3.6 Care of Existing Trees:

- All existing trees, if any, shall be protected through the duration of this project as outlined in the Tree Protection Standards of the City of Tampa Site Clearing Ordinance. These requirements and those attached at the end of this section are available in the City Hall Annex Building, Duplication office for a fee.

3.3.7 Plant Locations:

3.3.7.1 Coordinate the installation of plants so as to not obscure the site visibility triangle at intersections and the visibility of directional signs or lights. Field adjust plant locations as required to avoid conflict with light poles, sign supports, utility poles, walls and fences, etc.

## 3.4 MAINTENANCE

3.4.1 Begin maintenance immediately after planting. Maintain all plant material until final acceptance and for an establishment period of ninety days after final acceptance

3.4.2 Maintenance shall include but is not limited to pruning, cultivating, mowing, weeding, fertilizing, watering, and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease.

- Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
- Tighten and repair guys and stakes as required.
- Correct defective work immediately after deficiencies become apparent and weather permits.
- In addition to irrigation system or if no system exists, water trees every other day saturating the soil to depth of 3' for the first two weeks. If no irrigation system exists, water plant material per the following schedule:

- 1-30 days - water every other day, saturating the soil to a depth of 3'.
- 30-90 days - water twice a week, saturating the soil to a depth of 3'.
- Quantity of water applied should be adjusted in accordance to rainfall.
- Submit weekly report of watering activities to City of Tampa representative.
- Report shall indicate date of watering activity, location and quantities applied.

### 3.5 ACCEPTANCE

3.5.1 Inspection to determine acceptance of planted areas will be made by the City of Tampa representative upon Awardee's request. Provide notification at least five working days before requested inspection date.

- Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.

3.5.2 The City of Tampa representative will prepare a "punch list" of those items which must be corrected before re-inspection for final acceptance. The City of Tampa representative will determine an appropriate time period in which punchlist items must be corrected. Provide 48 hour notification of need for re-inspection.

3.5.3 The City will assume plant maintenance 90 days after final acceptance, at which time, the Awardee shall request a final maintenance inspection for acceptance, where requirements as stated in Section 3.5.1 apply.

### 3.6 WARRANTY

3.6.1 Warrant plant material to remain alive and be in healthy, vigorous condition for a period of 6 months after completion and final acceptance of entire project.

3.6.2 Replace, in accordance with the drawings and specifications, all plants that are dead or as determined by the City of Tampa representative to be in an unhealthy or unsightly condition, and have lost their natural shape due to contractor's negligence. The cost of such replacement(s) is at Awardee's expense. Warrant all replacement plants for six months after final acceptance.

3.6.3 Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, rains, lightning storms or winds over 75 miles per hour, winter kill caused by extreme cold and severe winter conditions not typical of planting area; acts of vandalism or negligence on the part of the owner.

3.6.4 Remove and replace immediately all plants found to be dead or in unhealthy condition as determined by City of Tampa representative at any time during warranty period. Make replacements within four weeks of notification. An inspection will be conducted at the end of the warranty period. Awardee will replace any plants found to be dead or in poor condition at this time within four weeks of inspection.

3.6.5 Awardee will also remove any tree bracing or guying determined by the City representative to be unnecessary at this point in the trees development.

### 3.7 CLEANING

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Do not leave on site over night, unless arrangements have been made to do so with the City of Tampa representative. Repair damage resulting from planting operations.

END OF SECTION 02900

SECTION 02930  
SODDING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Provide sodded lawns as shown and specified. The work includes: soil preparation, sodding lawns, athletic fields, and other indicated areas, and maintenance.

1.1.2 Related work:

1.1.2.1 Section 02900 Trees, Plants and Groundcovers

1.2 QUALITY ASSURANCE

1.2.1 Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.

1.2.2 Provide and pay for materials testing. Testing agency shall be acceptable to City Representative. Provide the following data:

1.2.2.1 Test representative materials sample proposed for use.

1.2.2.2 Soil analysis of existing conditions.

1.2.2.2.1 Soil pH and recommendations for correction. Ideal pH for Bahia is 5.0 – 6.5, and St. Augustine is 5.0 – 8.5.

1.2.2.2.2 Nematode infestation check and recommendation for eradication

1.2.2.2.3 Organic matter check and recommendations.

1.2.2.2.4 Starter fertilizer check and recommendations.

1.3 SUBMITTALS

1.3.1 Submit sod growers certification of grass species. Identify source location.

1.3.2 Submit the following materials samples:

1.3.2.1 Topsoil

1.3.3 Submit the following material certification:

1.3.3.1 Submit certificates of inspection as required by governmental authorities and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides, and fertilizer materials; submit other data substantiating that materials comply with specified requirements.

1.3.4 Submit soil analysis report.

1.3.5 Bidders shall furnish, with their bid, evidence in writing that they maintain a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services. This evidence shall include, but not be limited to: a list of current contracts, their value, and a contact person with each firm; at least three references who can verify work of a similar nature done by your firm in the last three year; a list of owned and/or leased equipment available for use on this contract; a list of key personnel and a brief summary of their qualifications. Failure to provide the listed material may cause the Bidder to be deemed non-responsive. The City reserves the right to inspect the apparent low Bidder's place of business and equipment prior to contract of any bid to determine the responsibility and capability of the Bidder to perform the services. The City also reserves the right to solicit references in making judgment on the Bidder's ability to perform said services.

1.4 DELIVERY, STORAGE AND HANDLING

1.4.1 Cut, deliver and install sod within a 48-hour period.

1.4.1.1 Do not harvest or transport sod when moisture content may adversely affect sod survival.

1.4.1.2 Protect sod from sun, wind, and dehydration prior to installation.

1.4.1.3 Do not tear, stretch, or drop sod during handling and installation.

## 1.5 PROJECT CONDITIONS

1.5.1 Work notification: Notify City of Tampa representative at least 7 working days prior to start of sodding operations.

1.5.2 Protect existing utilities, paving and other facilities from damage caused by sodding operations.

1.5.3 Perform sodding work only after planting and other work affecting ground surface has been completed.

1.5.4 Existing soil to be amended as determined necessary from soil analysis, including: soil pH, nematode infestation, organic matter check and starter fertilizer check.

1.5.5 Restrict traffic from lawn areas until grass is established.

1.5.6 Provide hose and lawn watering equipment as required.

1.5.7 The project site has an existing irrigation system. Locate, protect and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at the contractor's expense using like materials and coordinating with City Representative.

## 1.6 WARRANTY

1.6.1 Provide a uniform stand of grass by watering, mowing and maintaining lawn areas until final acceptance and for a period of 90 days after acceptance. Resod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the City of Tampa Representative.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

#### 2.1.1 Sod

2.1.1.1 Sod: An "approved" nursery grown sod composed of either Argentine Bahia, or St. Augustine, or as specified on drawings.

2.1.1.2 Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.

2.1.1.3 Furnish sod machine stripped and of supplier's standard width, length, and thickness: uniformly 1" to 1-1/2" thick with clean cut edges. Mow sod before stripping.

#### 2.1.2 Fertilizer:

2.1.2.1 Granular, non-burning product composed of not less than 50% organic slow-acting, guaranteed analysis professional fertilizer. The City of Tampa prohibits the application of nitrogen fertilizers between June 1<sup>st</sup> and September 30<sup>th</sup>.

- 2.1.2.1.1 Type A: Starter fertilizer containing 16% nitrogen, 4% phosphoric acid, and 8% potash by weight or similar approved composition.
  - 2.1.2.1.2 Type B: Top dressing fertilizer containing 31% nitrogen, 3% phosphoric acid, and 10% potash by weight or similar approved composition.
  - 2.1.2.1.3 Ground Limestone: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.
- 2.1.3 Stakes: Steel, tee shaped pins, 4" head x 8" leg.
- 2.1.4 Topsoil: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, reasonably free from clay lumps, coarse sand stones, plants, roots and other foreign materials with an acidity level as specified by type of sod.
- 2.1.4.1 Identify source location of topsoil.
  - 2.1.4.2 Topsoil shall be fertilized.
- 2.1.5 Water: Free of substance harmful to sod growth. Hoses or other methods of transportation to be furnished by contractor. (See Technical Maintenance Table on plans.)

### PART 3 - EXECUTION

#### 3.1 INSPECTION

- 3.1.1 Examine finish surfaces, grades, topsoil quality, and depth. Do not start sodding work until unsatisfactory conditions are corrected.

#### 3.2 PREPARATION

- 3.2.1 If area to be sodded has existing grass or vegetative cover, apply a non-selective herbicide (Round-up) to area. Wait ten (10) days before continuing with prep work.
- 3.2.2 Excavate areas to be sodded to 2" below adjacent concrete sidewalks or plaza areas. Loosen topsoil of lawn areas to minimum depth of 8". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
- 3.2.3 Add 2" topsoil or organic material as required from organic matter check. Till into top 8" of existing soil.
- 3.2.4 Grade lawn areas to smooth, free drainage and even surface with a loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions as required to drain.
- 3.2.5 Apply ground limestone fertilizer at rate determined by the soil test, to adjust pH of topsoil as specified in sod type. Distribute evenly by machine and incorporate thoroughly into topsoil.
- 3.2.6 Apply "Type A" fertilizer as specified by manufacturer October 1 through June 1, only. Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to a depth of 3" by discing or other approved methods. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.
- 3.2.7 Dampen dry soil prior to sodding.
- 3.2.8 Restore prepared areas to specified condition if eroded, settled or otherwise distributed after fine grading and prior to sodding.

### 3.3 INSTALLATION

- 3.3.1 Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod strips. Do not overlay edges. Stagger strips to offset joints in adjacent courses. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains and seed areas.
- 3.3.2 Do not lay dormant sod or install sod on saturated soil.
- 3.3.3 Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
- 3.3.4 Peg sod on slopes greater than 3 to 1 to prevent slippage at a rate of 2 stakes per yard of sod.
- 3.3.5 Water sod thoroughly with a fine spray immediately after laying.
- 3.3.6 Roll with light lawn roller to ensure contact with subgrade.
- 3.3.7 Sod indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
- 3.3.8 Top dress all seams of sodded area with specified topsoil.

### 3.4 MAINTENANCE

- 3.4.1 Maintain sodded lawns for a period of at least 90 days after completion and acceptance of sodding operations.
- 3.4.2 Maintain sodded lawn areas, including watering, spot weeding, mowing, application of herbicides, fungicides, insecticides and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the City of Tampa representative.
  - 3.4.2.1 Water sod thoroughly every 2 to 3 days, as required to establish proper rooting.
  - 3.4.2.2 Repair, rework, and resod all areas that have washed out or are eroded. Replace undesirable or dead areas with new sod.
  - 3.4.2.3 Mow lawn areas as soon as top growth reaches a 3" height. Cut back to 2" height. Repeat mowing as required to maintain specified height. Not more than 40% of grass leaf shall be removed at any single mowing.
  - 3.4.2.4 Apply "Type B" fertilizer to lawns approximately 30 days after sodding at a rate specified by the manufacturer, between October 1 and June 1 only. Apply with a mechanical rotary or drop type distributor. Thoroughly water into soil.
  - 3.4.2.5 Apply herbicides as required to control weed growth or undesirable grass species.
  - 3.4.2.6 Apply fungicides and insecticides as required to control disease and insects.

### 3.5 ACCEPTANCE

- 3.5.1 Inspection to determine acceptance of sodded lawns will be made by the City Representative, upon contractor's request. Provide notification at least 5 working days before requested inspection date.
  - 3.5.1.1 Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, disease, and insects.

- 3.5.2 Upon acceptance, contractor shall maintain area for 90 days. At the end of this period, contractor shall request a final maintenance inspection for acceptance.
- 3.5.3 Upon acceptance at end of maintenance period, the City of Tampa will assume lawn maintenance.

3.6 CLEANING

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

END OF SECTION 02930

## SECTION 04230 - REINFORCED UNIT MASONRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Special Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK

- A. Provide each type of reinforced unit masonry work as indicated on drawings and in schedules and specified herein.
- B. Requirements of Section 04200, "Unit Masonry" apply to work of this section.

#### 1.3 SUBMITTALS

- A. Shop Drawings - Submit shop drawings for fabrication, bending, and placement of reinforcement bars. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures". Show bar schedules, diagrams of bent bars, stirrup spacing, lateral ties and other arrangements and assemblies as required for fabrication and placement of reinforcement for unit masonry work.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General - Refer to Section 04200 for masonry materials and accessories not included in this section.
- B. Reinforcement Bars - Provide deformed bars of Grade 60 complying with ASTM A 615.
- C. Shop-fabricate reinforcement bars that are shown to be bent or hooked.

### PART 3 - EXECUTION

#### 3.1 PLACING REINFORCEMENT

- A. General - Clean reinforcement of loose rust, mill scale, earth, ice or other materials that will reduce bond to mortar or grout. Do not use reinforcement bars with kinks or bends not shown on drawings or final shop drawings, or bars with reduced cross-section due to excessive rusting or other causes.



- B. Position reinforcement accurately at the spacing indicated. Support and secure vertical bars against displacement. Horizontal reinforcement may be placed as the masonry work progresses. Where vertical bars are shown in close proximity, provide a clear distance between bars of not less than the nominal bar diameter or 1" (whichever is greater).
- C. Splice reinforcement bars where shown; do not splice at other points unless acceptable to the Architect. Provide lapped splices, unless otherwise indicated. In splicing vertical bars or attaching to dowels, lap ends, place in contact and wire tie.
- D. Embed prefabricated horizontal joint reinforcement as the work progresses, with a minimum cover of 5/8" on exterior face of walls and 1/2" at other locations. Lap units not less than 6" at ends. Use prefabricated "L" and "T" units to provide continuity at corners and intersections. Cut and bend units as recommended by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures and other special conditions.

### 3.2 INSTALLATION, GENERAL

- A. Refer to Section 04200 for general installation requirements of unit masonry.

### 3.3 INSTALLATION OF REINFORCED CONCRETE UNIT MASONRY

#### A. General

1. Do not wet concrete masonry units (CMU).
2. Lay CMU units with full-face shell mortar beds. Fill vertical head joints (end joints between units) solidly with mortar from face of unit to a distance behind face equal to not less than the thickness of longitudinal face shells. Solidly bed cross-webs of starting courses in mortar. Maintain head and bed joint widths shown, or if not shown, provide 3/8" joints.

#### B. Walls

1. Pattern Bond - Lay CMU wall units in 1/2 stack bond with vertical joints in each course centered on units in courses above and below, unless otherwise indicated. Bond and interlock each course at corners and intersections. Use special-shaped units where shown, and as required for corners, jambs, sash, control joints, lintels, bond beams and other special conditions.
2. Maintain vertical continuity of core or cell cavities, which are to be reinforced and grouted, to provide minimum clear dimensions indicated and to provide minimum clearance and grout coverage for vertical reinforcement bars. Keep cavities free of mortar. Solidly bed webs in mortar where adjacent to reinforced cores or cells.
3. Where horizontal reinforced beams (bond beams) are shown, use special units or modify regular units to allow for placement of continuous horizontal reinforcement bars. Place small mesh expanded metal lath or wire screening in mortar joints under bond beam courses over cores or cells on non-reinforced vertical cells, or provide units with solid bottoms.

4. Grouting
  - a. Use "Fine Grout" per ASTM C 476 for filling spaces less than 4" in one or both horizontal directions.
5. Use "Course Grout" per ASTM C476 for filling 4" spaces or larger in both horizontal directions.

C. Low-Lift Grouting

1. Provide minimum clear dimension of 2" and clear area of 8 sq. in. in vertical cores to be grouted.
2. Place vertical reinforcement prior to laying of CMU. Extend above elevation of maximum pour height as required for splicing. Support in position at vertical intervals not exceeding 192 bar diameters nor 10 ft.
3. Lay CMU to maximum pour height. Do not exceed 5' height, or if bond beam occurs below 5' height stop pour at course below bond beam.
4. Pour grout using chute or container with spout. Rod or vibrate grout during placing. Place grout continuously; do not interrupt pouring of grout for more than one hour. Terminate grout pours 1-1/2" below top course of pour.
5. Bond Beams - Stop grout in vertical cells 1-1/2" below bond beam course. Place horizontal reinforcement in bond beams; lap at corners and intersections as shown. Place grout in bond beam course before filling vertical cores above bond beam.

END OF SECTION

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

SUMMARY:

Types of work in this section include rough carpentry for:

Wood framing.

Wood grounds, nailers, and blocking.

DEFINITIONS:

Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated.

PRODUCT HANDLING:

Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels; provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.

PROJECT CONDITIONS:

Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work.

PART 2 - PRODUCTS

LUMBER, GENERAL:

Lumber Standards: Manufacture lumber to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.

Inspection Agencies: Inspection agencies and the abbreviations used to reference with lumber grades and species include the following:

RIS - Redwood Inspection Service.

NLGA - National Lumber Grades Authority (Canadian).

SPIB - Southern Pine Inspection Bureau.

WCLIB- West Coast Lumber Inspection Bureau.

WWPA- Western Wood Products Association.

Grade Stamps: Factory-mark each piece of lumber with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.

For exposed lumber apply grade stamps to ends or back of each piece, or omit grade stamps entirely and issue certificate of grade compliance from inspection agency in lieu of grade stamp.

Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.

Provide dressed lumber, S4S, unless otherwise indicated.

Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and shipment for sizes 2" or less in nominal thickness, unless otherwise indicated.

#### MISCELLANEOUS LUMBER:

Provide wood for support or attachment of other work including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:

Moisture content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.

Grade: Standard Grade light framing size lumber of any species or board size lumber as required. No. 3 Common or Standard grade boards per WCLIB or WWPA rules or No. 3 boards per SPIB rules.

#### MISCELLANEOUS MATERIALS:

Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended nails.

Where rough carpentry work is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153).

Building Paper: ASTM D 226, Type I; asphalt saturated felt, non-perforated, 15-lb. type.

#### WOOD TREATMENT BY PRESSURE PROCESS:

Preservative Treatment: Where lumber or plywood is indicated as "Trt-Wd" or "Treated", or is specified herein to be treated, comply with applicable requirements of AWPB Standards C2 (Lumber) and C9 (Plywood) and of AWPB Standards listed below. Mark each treated item with the AWPB Quality Mark Requirements.

Pressure-treat above-ground items with water-borne preservatives to comply with AWPB LP-2. After treatment, kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19 percent and 15 percent. Treat indicated items and the following:

Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

Wood framing members less than 18" above grade.

Wood floor plates installed over concrete slabs directly in contact with earth.

Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment and to comply with AWP A M4. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

### PART 3 - EXECUTION

#### INSTALLATION, GENERAL:

Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

Set carpentry work to required levels and lines, with members plumb and true and cut and fitted.

Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.

Countersink nail heads on exposed carpentry work and fill holes.

Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

#### WOOD GROUNDS, NAILERS, BLOCKING AND SLEEPERS:

Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.

Provide permanent grounds of dressed, preservative treated, key- bevelled lumber not less than 1-1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

#### WOOD FURRING:

Install plumb and level with closure strips at edges and openings. Shim with wood as required tolerance of finished work.

END OF SECTION 06100

## SECTION 09250 - GYPSUM BOARD

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:

1. Interior gypsum board.
2. Exterior gypsum board for load-bearing partitions.
3. Tile backing panels.

- B. Related Sections include the following:

List below only products and construction that the reader might expect to find in this Section but are specified elsewhere.

1. Division 05400 Section "Cold-Formed Metal Framing" for load-bearing steel framing that supports gypsum board.
2. Division 06100 Section "Rough Carpentry" for wood framing and furring that supports gypsum board.
3. Division 07200 Section "Building Insulation" for insulation and vapor retarders installed in assemblies that incorporate gypsum board.
4. Division 09300 Section "Tile" for cementitious backer units installed as substrates for ceramic tile.
5. Division 09900 painting Sections for primers applied to gypsum board surfaces.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.4 QUALITY ASSURANCE

- A. Moisture- and Mold-Resistant Assemblies: Provide and install moisture- and mold-resistant glass-mat gypsum wallboard products with moisture-resistant surfaces complying with ASTM C 630 and ASTM C 1177 where indicated on Drawings and in all locations which might be subject to moisture exposure during construction.
- B. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- C. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

## 1.5 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

## 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 PANELS, GENERAL

- A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

### 2.2 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
  - 1. Basis-of-Design Product: The design for each type of gypsum board and related products is based on G-P Gypsum products named. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:
    - a. National Gypsum Company.
    - b. USG Corporation.
- B. Regular Type:
  - 1. Basis-of-Design Product: G-P Gypsum; "DensArmor Plus Paperless Interior Panel"
  - 2. Thickness: 1/2 inch (12.7 mm).
  - 3. Long Edges: Tapered.
- C. Type X:
  - 1. Basis-of-Design Product: G-P Gypsum; "DensArmor Plus Fireguard Paperless Interior Panel."
  - 2. Thickness: 5/8 inch (15.9 mm).

3. Long Edges: Tapered.
- D. Ceiling Type: Manufactured to have more sag resistance than regular-type gypsum board.
1. Basis-of-Design Product: G-P Gypsum; "DensArmor Plus Paperless Interior Panel."
  2. Thickness: 1/2 inch (12.7 mm).
  3. Long Edges: Tapered.
- E. Examples of moisture- and mold-resistant panels include; moisture- and mold-resistant type with moisture-resistant surfaces: G-P's "DensArmor Plus Paperless Interior Panel" panels, which have coated glass-mat facings and comply with both ASTM C 36/C 36M and ASTM C 1177/C 1177M. Mold-resistant type; USG's "SHEETROCK Brand HUMITEK" panels and National Gypsum's "XP Wallboard," which are both paper faced and comply with ASTM C 36/C 36M. Moisture- and Mold-Resistant Type: With moisture- and mold-resistant core and surfaces.
1. Basis-of-Design Product: G-P Gypsum; "DensArmor Plus Paperless Interior Panel"
  2. Core: 1/2 inch (12.7 mm).
  3. Long Edges: Tapered.

## 2.3 EXTERIOR GYPSUM BOARD FOR CEILINGS AND SOFFITS

General: Complying with ASTM C or 1177/CM.

- A. Exterior Gypsum Soffit Board: ASTM C 931/C 931M or ASTM C 1396/C 1396M, with manufacturer's standard edges.
1. Basis-of-Design Product: The design for each type of gypsum board and related products is based on G-P Gypsum products named. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:
    - a. National Gypsum Company.
    - b. USG Corporation.
  2. Core: 1/2 inch (12.7 mm), regular type.
- B. Glass-Mat Gypsum Sheathing Board: ASTM C 1177/C 1177M.
1. Product: Subject to compliance with requirements, provide "Dens-Glass Gold" by G-P Gypsum.
  2. Core: 1/2 inch (12.7 mm), regular type.
  3. Long Edges: Square.

## 2.4 GYPSUM TILE BACKING PANELS

- A. Water-Resistant Gypsum Backing Board: ASTM C 630/C 630M or ASTM C 1396/C 1396M.
1. Basis-of-Design Product: The design for each type of gypsum board and related products is based on G-P Gypsum products named. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:



- a. National Gypsum Company.
  - b. USG Corporation.
2. Core: 1/2 inch (12.7 mm), regular type.
- B. Glass-Mat, Water-Resistant Backing Board with Water-Resistant Coating:
1. Complying with ASTM C 1178/C 1178M.
    - a. Product: Subject to compliance with requirements, provide "DensShield Tile Backer" by G-P Gypsum.
  2. Core: 1/2 inch (12.7 mm), regular type.
  3. Long Edges: Square.
- C. Glass-Mat Water-Resistant Tile-Backing Panel:
1. Complying with ASTM C1177/C 1177M.
    - a. Product: Subject to compliance with requirements, provide "DensArmor Plus Paperless Interior Panel" by G-P Gypsum.
  2. Core: 1/2 inch (12.7 mm), regular type.
  3. Long Edges: Tapered.

## 2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
  2. Shapes:
    - a. Cornerbead.
    - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
    - c. L-Bead: L-shaped; exposed long flange receives joint compound.
    - d. U-Bead: J-shaped; exposed short flange does not receive joint compound.
    - e. Expansion (control) joint.
- B. Exterior Trim: ASTM C 1047.
1. Material: Hot-dip galvanized steel sheet, plastic, or rolled zinc.
  2. Shapes:
    - a. Cornerbead.
    - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
    - c. Expansion (Control) Joint: One-piece, rolled zinc with V-shaped slot and removable strip covering slot opening.
- C. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Fry Reglet Corp.
  - b. Gordon, Inc.
  - c. Pittcon Industries.
3. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221 (ASTM B 221M), Alloy 6063-T5.
4. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

## 2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  1. Basis-of-Design Product: 10-by-10 glass mesh.
  2. Interior Gypsum Wallboard: Paper.
  3. Exterior Gypsum Soffit Board: Paper.
  4. Glass-Mat Gypsum Wallboard: 10-by-10 glass mesh.
  5. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
  6. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
    - a. Basis-of-Design Product: G-P Gypsum; "ToughRock Sandable Setting Compound."
  2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
    - a. Basis-of-Design Product: G-P Gypsum; "ToughRock Ready Mix All-Purpose Joint Compound."
    - b. Use setting-type compound for installing paper-faced metal trim accessories.
  3. Fill Coat: For second coat, use drying-type, all-purpose compound.
    - a. Basis-of-Design Product: G-P Gypsum; "ToughRock Ready Mix All-Purpose Joint Compound."
  4. Finish Coat: For third coat, use drying-type, all-purpose compound.

- a. Basis-of-Design Product: G-P Gypsum; "Toughock Ready Mix All-Purpose Joint Compound."

D. Joint Compound for Exterior Applications:

1. Basis-of-Design Product: G-P Gypsum; "ToughRock Setting Compound."
2. Exterior Gypsum Soffit Board: Use setting-type taping compound and setting-type, sandable topping compound.
3. Glass-Mat Gypsum Sheathing Board: As recommended by sheathing board manufacturer.

E. Joint Compound for Tile Backing Panels:

1. Basis-of-Design Product: G-P Gypsum; "ToughRock Setting Compound."
2. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.
3. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
4. Glass-Mat Gypsum Wallboard: As recommended by wallboard manufacturer.
5. Cementitious Backer Units: As recommended by backer unit manufacturer.

## 2.7 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
  2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Sealant: As specified in Division 7 Section "Joint Sealants."
- F. Thermal Insulation: As specified in Division 7 Section "Building Insulation."
- G. Vapor Retarder: As specified in Division 7 Section "Building Insulation."

## 2.8 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.

- B. Polystyrene Aggregate Ceiling Finish: Water-based, job-mixed, polystyrene aggregate finish with flame-spread and smoke-developed indexes of not more than 25 when tested according to ASTM E 84.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide G-P Gypsum; "Georgia Pacific ToughRock Ceiling Textures/Polystyrene", or a comparable product by one of the following:
    - a. National Gypsum Company; Perfect Spray.
    - b. USG Corporation; SHEETROCK Ceiling Spray Texture, QT.
  - 2. Texture: Medium.
- C. Aggregate Finish: Water-based, job-mixed, aggregated, drying-type texture finish for spray application.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide G-P Gypsum; "Georgia-Pacific ToughRock Ceiling Textures/Vermiculite", or a comparable product by one of the following:
    - a. USG Corporation; SHEETROCK Wall and Ceiling Spray Texture (Aggregated).
  - 2. Texture: Spatter knock-down.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on

opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members, or provide control joints to counteract wood shrinkage.
- J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Regular Type: As indicated on Drawings.
  - 2. Type X: Where required for fire-resistance-rated assembly.
  - 3. Ceiling Type: As indicated on Drawings.
- B. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing, unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

- a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
  - b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.
3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
  4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
  2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
  3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
  4. Fastening Methods: Fasten base layers and face layers separately to supports with screws.
- D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

### 3.4 APPLYING EXTERIOR GYPSUM PANELS FOR CEILINGS AND SOFFITS

- A. Apply panels perpendicular to supports, with end joints staggered and located over supports.
  1. Install with 1/4-inch (6.4-mm) open space where panels abut other construction or structural penetrations.
  2. Fasten with corrosion-resistant screws.

### 3.5 APPLYING TILE BACKING PANELS

- A. Water-Resistant Gypsum Backing Board: Install at showers, tubs, and where indicated. Install with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations.
- B. Glass-Mat, Water-Resistant Backing Panel: Comply with manufacturer's written installation instructions and install at locations indicated to receive tile. Install with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations.
- C. Cementitious Backer Units: ANSI A108.11, at locations indicated to receive tile.

- D. Areas Not Subject to Wetting: Install regular-type gypsum wallboard panels to produce a flat surface except at showers, tubs, and other locations indicated to receive water-resistant panels.
- E. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

### 3.6 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners, unless otherwise indicated.
  - 2. LC-Bead: Use at exposed panel edges.
  - 3. L-Bead: Use where indicated.
  - 4. U-Bead: Use where indicated.
- D. Exterior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.
  - 2. LC-Bead: Use at exposed panel edges.
- E. Aluminum Trim: Install in locations indicated on Drawings.

### 3.7 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in other Division 9 Sections.

- E. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.
- F. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.
- G. Cementitious Backer Units: Finish according to manufacturer's written instructions.

### 3.8 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written recommendations.

### 3.9 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09250



SECTION 09900 - PAINTING

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

SUMMARY

This Section includes surface preparation, painting, and finishing of exposed interior and exterior items and surfaces.

Surface preparation, priming, and finish coats specified in this section are in addition to shop priming and surface treatment specified under other sections.

Paint exposed surfaces whether or not colors are designated in "schedules," except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.

Painting includes field painting exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.

Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.

Prefinished items not to be painted include the following factory-finished components:

Finished mechanical and electrical equipment.  
Light fixtures.  
Switchgear.  
Distribution cabinets.

Concealed surfaces not to be painted include wall or ceiling surfaces in the following generally inaccessible areas:

Foundation spaces.  
Furred areas.  
Utility tunnels.  
Pipe spaces.  
Duct shafts.  
Elevator shafts.

Finished metal surfaces not to be painted include:

Anodized aluminum.  
Stainless steel.  
Chromium plate.  
Copper.  
Bronze.  
Brass.

Operating parts not to be painted include moving parts of operating equipment such as the following:

- Valve and damper operators.
- Linkages.
- Sensing devices.
- Motor and fan shafts.

Labels: Do not paint over Underwriter's Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

Related Sections: The following sections contain requirements that relate to this section:

Division 5 Section "Structural Steel" for shop priming structural steel.

Division 5 Section "Metal Fabrications" for shop priming ferrous metal.

Division 8 Section "Steel Doors and Frames" for shop priming steel doors and frames.

## DEFINITIONS

"Paint" includes coating systems materials, primers, emulsion, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

## SUBMITTALS

Product Data: Manufacturer's technical information, label analysis, and application instructions for each material proposed for use.

List each material and cross-reference the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.

Samples for initial color selection in the form of manufacturer's color charts.

Samples for verification purposes: Provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate. Define each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.

Provide a list of material and application for each coat of each sample. Label each sample as to location and application.

## QUALITY ASSURANCE

Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

Coordination of Work: Review other sections in which primers are provided to ensure compatibility of the total systems for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

Notify the Architect of problems anticipated using the materials specified.

Field Samples: On wall surfaces and other exterior and interior components, duplicate finishes of prepared samples. Provide full-coat finish samples on at least 100 sq. ft. of surface until required sheen, color and texture are obtained; simulate finished lighting conditions for review of in-place work.

Final acceptance of colors will be from job-applied samples.

Material Quality: Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.

Used to designate colors or materials are not intended to imply that products named are required or to exclude equal products of other manufacturers.

## DELIVERY, STORAGE, AND HANDLING

Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:

- Product name or title of material.
- Product description (generic classification or binder type).
- Federal Specification number, if applicable.
- Manufacturer's stock number and date of manufacture.
- Contents by volume, for pigment and vehicle constituents.
- Thinning instructions.
- Application instructions.
- Color name and number.

Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.

Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

## JOB CONDITIONS

Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F (10 deg C) and 90 deg F (32 deg C).

Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F (7 deg C) and 95 deg F (35 deg C).

Do not apply paint in snow, rain, fog, or mist, when the relative humidity exceeds 85 percent, at temperatures less than 5 deg F (3 deg C) above the dew point, or to damp or wet surfaces.

Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

## PART 2 - PRODUCTS

### MANUFACTURERS

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

ICI  
Benjamin Moore and Co. (Moore).  
PPG Industries, Pittsburgh Paints (Pittsburgh).  
Pratt and Lambert (P & L).  
The Sherwin-Williams Company (S-W).  
Porter Paints, Division PPG Architectural Finishes

### MASONRY BLOCK FILLER

High-Performance Latex Block Filler: Heavy-duty latex block fillers used for filling open textured interior and exterior concrete masonry block before application of top coats:

Porter: 6223 Promaster 2000 Latex Block Filler.  
ICI 3010 Ultra-Hide Filler 5317.  
Moore: Super Craft 285.  
Pittsburgh: 6-7 Latex Masonry Block Filler.  
P & L: Pro-Hide Plus Block Filler.  
S-W: Preprite Block Filler B-25.

### PRIMERS

Interior Flat Latex-Based Paint: Flat latex paint used as a primer over concrete and masonry under alkyd flat and semigloss enamel:

Porter: 335 Acri-Pro 100 Acrylic Primer.  
ICI 3210 Gripper UH250.  
Moore: Fresh Start 023.  
Pittsburgh: Seal Grip Primer 17-21.  
P & L: Vapex Latex Flat Wall Finish.  
S-W: PrePite Pro Block Latex B5.

Synthetic, Rust-Inhibiting Primer: Quick-drying, rust-inhibiting primer for priming ferrous metal on the exterior under full-gloss and flat alkyd enamel and on the interior under flat latex paint or odorless alkyd semigloss or alkyd gloss enamels:

Porter: 272/276 Alkyd Metal Primer.  
ICI Devguard 4100 Primer.  
Moore: M06 Alkyd Red Primer.  
Pittsburgh: Speedhide Primer Rust-INH 6-212, 6-208.  
P & L: Effecto Rust-Inhibiting Primer.  
S-W: Kem Kromik Metal Primer B50N2/B50W1.

Galvanized Metal Primer: Primer used to prime interior and exterior zinc-coated (galvanized) metal surfaces:

Porter: 290 Galvanized Primer.  
ICI Devuard 4120 Primer.  
Moore: M04 Metal Primer.  
Pittsburgh: Speedhide Galvanized Primer 6-209.  
S-W: Galvite B50W230.

## UNDERCOAT MATERIALS

Interior Enamel Undercoat: Ready-mixed enamel for use on the interior as an undercoat over a primer on concrete or masonry under an odorless semigloss enamel:

Porter: 6064 Fast Dry Enamel Undercoat.  
ICI 1120 Ultra-Hide Alkyd Undercoater.  
Moore: Super Spec 245.  
Pittsburgh: 6-6 Speedhide Quick-Dry Enamel Undercoater.  
P & L: E6 Enamel Undercoater.  
S-W: Preprite Wall & Wood B49W42.

Interior Enamel Undercoat: Ready-mixed enamel for use on the interior as an undercoat over a primer on filled concrete masonry under an odorless semigloss enamel finish:

Porter: 6064 Fast Dry Enamel Undercoat.  
ICI 1120 Ultra-Hide Alkyd Undercoater.  
Moore: Super Spec 245.  
Pittsburgh: 6-6 Speedhide Quick-Dry Enamel Undercoater.  
P & L: E6 Enamel Undercoater.  
S-W: Preprite Wall & Wood B49W42.

Interior Enamel Undercoat: Ready-mixed enamel for use as an undercoat over a primer on ferrous or zinc-coated metal under an interior alkyd semigloss enamel or a full-gloss alkyd enamel:

Porter: Porter 215 Dim Acrylic Primer.  
ICI: 608 Devflex DTM Primer.  
Moore: M04 Acrylic Primer.  
Pittsburgh: 90-712 Pitt-Tech Acrylic Primer.  
P & L: Interior Trim Primer.  
S-W: Pro-Mar 200 Alkyd Enamel Undercoater B49W200.

## EXTERIOR FINISH PAINT MATERIAL

Exterior Acrylic Emulsion: Quick-drying, flat, acrylic paint for use on the exterior over concrete, stucco, masonry (including concrete masonry block), and mineral-fiber-reinforced cement-panel surfaces:

Porter: 739 Acri-Shield Satin Acrylic.  
ICI: Dulux Satin 2403.  
Moore: Moore's Flat Exterior Latex Masonry & House Paint #103 Satin.  
Pittsburgh: Sun roof Satin 76-45.  
P & L: Vapex Latex Flat House Paint.  
S-W: Super Paint Satin A89 W507.

D.T.M. Gloss Enamel: Weather-resistant high-gloss enamel for use over primed, zinc-coated (galvanized) metal surfaces and aluminum:

Porter: 2909 D.T.M. Gloss Acrylic.  
ICI: Devflex 4218 D.I.M. Gloss.  
Moore: M28 D.T.M. Gloss.  
Pittsburgh: Pitt-Tech 90-374 D.T.M. Gloss.  
P & L: Effecto Enamel.  
S-W: B66W100 DTM Acrylic.

### INTERIOR FINISH PAINT MATERIAL

Interior Semigloss Odorless Alkyd Enamel: Low-odor, semigloss, alkyd enamel for use over a primer and undercoat on concrete, masonry (including concrete masonry block), plaster, wood, and hardboard and both ferrous and zinc-coated (galvanized) metal surfaces and over a primer on gypsum drywall:

Porter:	149 Alkyd Seim-Gloss Enamel.
ICI:	1516 Ultra-Hide Alkyd Semi-Gloss.
Moore:	271 Super Spec.
Pittsburgh:	6-1110 Speed Hide Oil Semi-Gloss.
P & L:	Cellu-Tone Alkyd Satin Enamel.
S-W:	B34W201 Promar 200.

Exterior Acrylic Gloss Enamel for use over a primer and undercoat on interior plaster surfaces, wood, and hardboard and ferrous and zinc-coated metal surfaces:

Porter:	909 Acrylic Gloss Enamel.
ICI:	Devflex 4308 Gloss.
Moore:	309 Impervex.
Pittsburgh:	51-45 Brilliant Replections Gloss.
P & L:	Effecto Enamel.
S-W:	B21 Proclassic Gloss.

### PART 3 - EXECUTION

#### EXAMINATION

Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.

Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

#### PREPARATION

General Procedures: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.

Clean surfaces before applying paint or surface treatments. Remove oil and grease prior to cleaning. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

Surface Preparation: Clean and prepare surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.

Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing of problems anticipated with using the specified finish-coat material with substrates primed by others.

Cementitious Materials: Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.

Use abrasive blast-cleaning methods if recommended by the paint manufacturer.

Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

Ferrous Metals: Clean nongalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council.

Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.

Galvanized Surfaces: Clean galvanized surfaces with non-petroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

Materials Preparation: Carefully mix and prepare paint materials in accordance with manufacturer's directions.

Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

Use only thinners approved by the paint manufacturer, and only within recommended limits.

## APPLICATION

Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

Paint colors, surface treatments, and finishes are indicated in "schedules."

Provide finish coats that are compatible with primers used.

The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.

Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.

The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas as required to maintain the system integrity and provide desired protection.

Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.

Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

Finish exterior doors on tops, bottoms, and side edges same as exterior faces.

Sand lightly between each succeeding enamel or varnish coat.

Omit primer on metal surfaces that have been shop-primed and touch up painted.

Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

Mechanical and Electrical Work: Painting mechanical and electrical work is limited to items exposed in mechanical equipment rooms and in occupied spaces.

Mechanical items to be painted include but are not limited to:

- Piping, pipe hangers, and supports.
- Heat exchangers.
- Tanks.
- Ductwork.
- Insulation.
- Supports.
- Motors and mechanical equipment.
- Accessory items.

Electrical items to be painted include but are not limited to:

- Switch gear.

Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

Prime Coats: Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.



Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

### FIELD QUALITY CONTROL

The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:

The Owner will engage the services of an independent testing laboratory to sample the paint material being used. Samples of material delivered to the project will be taken, identified, sealed, and certified in the presence of the Contractor.

The testing laboratory will perform appropriate tests for the following characteristics as required by the Owner:

- Quantitative materials analysis.
- Abrasion resistance.
- Apparent reflectivity.
- Flexibility.
- Washability.
- Absorption.
- Accelerated weathering.
- Dry opacity.
- Accelerated yellowness.
- Recoating.
- Skinning.
- Color retention.
- Alkali and mildew resistance.

If test results show material being used does not comply with specified requirements, the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing, repaint surfaces coated with rejected paint, and remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are noncompatible.

### CLEANING

Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.

### PROTECTION

Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### EXTERIOR PAINT SCHEDULE

General: Provide the following paint systems for the various substrates indicated (coordinate locations with architect).

Concrete, Stucco, and Masonry (Other than concrete masonry units):

Lusterless (Flat) Acrylic Finish: 2 coats with total dry film thickness not less than 2.5 mils.

First Coat: Exterior Acrylic Emulsion. Porter 739 Acri-Shield Satin Acrylic.

Second Coat: Exterior Acrylic Emulsion. Porter 739 Acri-Shield Satin Acrylic.

Concrete Masonry Units:

Lusterless (Flat) Acrylic Finish: 2 coats over block filler with total dry film thickness not less than 2.5 mils, excluding the block filler.

Block Filler: High-Performance Latex Block Filler. Porter 6223 Block Filler

First Coat: Exterior Acrylic Emulsion. Porter 739 Acri-Shield Satin Acrylic.

Second Coat: Exterior Acrylic Emulsion. Porter 739 Acri-Shield Satin Acrylic.

Mineral-Fiber-Reinforced Cement Panels:

Ferrous Metal: Primer is not required on shop-primed items.

Deep Color, High-Gloss Alkyd Trim Enamel: Two coats over primer.

Primer: Alkyd-Type Zinc Chromate Primer. Porter 272/276 Alkyd Metal Primer.

First Coat: Deep Color Alkyd Resin Exterior Trim Paint. Porter 2909 D.T.M. Gloss Acrylic.

Second Coat: Deep Color Acrylic Exterior Trim Paint. Porter 2909 D.T.M. Gloss Acrylic.

Zinc-Coated Metal:

High-Gloss D.T.M. Enamel: 2 finish coats over primer.

Primer: Galvanized Metal Primer. Porter 290 Galvanized Primer.

First Coat: D.T.M. Gloss Enamel. Porter 2909 D.T.M. Gloss Acrylic.

Second Coat: D.T.M. Gloss Enamel. Porter 2909 D.T.M. Gloss Acrylic.

### INTERIOR PAINT SCHEDULE

General: Provide the following paint systems for the various substrates, as indicated.

Concrete and Masonry (Other than concrete masonry units) Gypsum Board:

Semigloss Enamel Finish: 3 coats with total dry film thickness not less than 3.5 mils.

Primer: Latex-Based Interior Flat Paint. Porter 335 Acri-Pro Primer.

Undercoat: Interior Enamel Undercoat. Porter 6064 Fast Dry Enamel Undercoat.

Finish Coat: Interior Semigloss Odorless Alkyd Enamel. Porter 149 Alkyd Semi-Gloss.

Concrete Masonry Units:

Semigloss Alkyd Enamel Finish: 2 coats over filled surface with total dry film thickness not less than 3.5 mils, excluding filler coat.

Block Filler: High-Performance Latex Block Filler. Porter 6223 Latex Blockfiller.

Undercoat: Interior Enamel Undercoat. Porter 6064 Fast Dry Enamel Undercoat.

Finish Coat: Interior Semigloss Odorless Alkyd Enamel. Porter 149 Alkyd Semi-Gloss.

Ferrous Metal:

Full-Gloss Enamel Finish: 2 coats over primer with total dry film thickness not less than 2.5 mils.

Primer: Synthetic Rust-Inhibiting Primer. Porter 272/276 Alkyd Metal Primer.

Undercoat: Interior D.T.M. Undercoat. Porter 215 D.T.M. Acrylic Primer.

Finish Coat: Exterior D.T.M. Gloss Enamel. Porter 2909 D.T.M. Gloss Acrylic Enamel.

Zinc-Coated Metal:

Full-Gloss Enamel Finish: 2 coats over primer with total dry film thickness not less than 2.5 mils.

Primer: Galvanized Metal Primer. Porter 290 Galvanized Metal

Undercoat: Interior D.T.M. Undercoat. Porter 215 D.T.M. Acrylic Primer.

Finish Coat: Exterior D.T.M. Gloss Enamel. Porter 2909 D.T.M. Gloss Acrylic Enamel.

END OF SECTION 09900

SECTION 15011 - SUPPLEMENTARY GENERAL CONDITIONS TO MECHANICAL AND ELECTRICAL WORK

1.0 GENERAL

1.1 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Provisions, Supplementary General Provisions, Special Conditions, and Division - 1 Specification sections apply to work specified in this section.

1.2 JOB CONDITIONS:

Examine site, and review architectural and structural drawings for conditions affecting the work.

The Contractor shall file for and pick up electrical permits. All permit fees shall be paid by the City. Additional drawings and/or professional seals required to secure permits shall be furnish by the Contractor.

The Contractor shall include in his bid all costs for electrical service to work area(s) under this Contract.

Work herein shall conform to all applicable laws, ordinances, and to regulations of the local utility companies. Work shall be in accordance with the requirements of:

1. National Fire Protection Association (Fire Code)
2. National Electrical Code (Latest Edition)
3. Florida State Sanitary Code
4. Local Electrical and Mechanical Codes
5. Local Utility Codes
6. Standard Building Code
7. Southern Standard Plumbing and Mechanical Codes
8. State of Florida, Energy Efficiency Code
9. State of Florida, Department of Environmental Regulation Rules.

Cooperate with all other trades and install work as fast as the progress of the job will permit.

Use only mechanics skilled in the work they are to perform and have a competent representative on the job when any work is being done.

No work shall be done unless the Superintendent of the General Contractor is on the job site. Work shall be properly protected, all rubbish removed promptly, and exposed work shall be carefully cleaned prior to final acceptance.

The term "provide" shall include labor, materials, and equipment necessary to furnish and install, complete and operable, the item or system indicated.

In decisions arising from discrepancies, interpretation of Drawings and Specifications, substitutes, and other pertinent matters, the decision of the Engineer and/or Architect, subject to the City's approval, shall be final.

1.3 SPECIFICATIONS AND DRAWINGS:

Plans show location of fixtures and equipment and are intended to depict the general intent of the work in scope, layout and quality of workmanship. They are not intended to show in minute detail every or all accessories intended for the purpose of executing the work, but it is understood that such details are a part of this work.

Where Drawings and Specifications conflict, it shall be the responsibility of this Contractor to bring such conflict to the attention of the Engineer and/or Architect for clarification. In general, the Architectural Drawings shall take precedence over the Mechanical and/or Electrical Drawings with reference to building construction. All changes from the drawings

necessary to make the work conform with the building as constructed and to fit the work of other trades or to conform to the rules of authorities having jurisdiction, shall be made by the Contractor at his own expense.

Keep a record of the locations of concealed work and of any field changes in Contract Drawings and Specifications for each trade and, upon completion of the job, supply "As-Built" Drawings and Specifications showing in pencil on sepia reproductions, any deviations from the original Drawings, indicating in the Specifications each manufacturer's name underlined or inserted whose product was used on the job. These Drawings shall indicate dimensions of buried utility lines from building walls. One set of sepia reproduction of the original tracings will be furnished upon request for this purpose.

Where equipment is used other than manufacturer specified or where specifically called for, furnish four (4) copies of Shop Drawings for approval.

#### 1.4 VARIANCES IN SUBMITTALS:

Where Shop Drawings or other submittals vary from the specified item, these variances shall be clearly brought to the attention of the Engineer and/or Architect on the submittal information sheet.

#### 1.5 MATERIALS AND EQUIPMENT:

Materials and equipment herein shall be new and standard catalogued items manufactured by reputable concerns regularly supplying such materials. Material shall bear the Underwriter's Laboratories, Inc. label where such is required. Where one or more manufacturer is listed without qualification, no substitution will be allowed unless approval is granted by the Engineer and/or Architect and included in the Contract Documents by Addenda. Such approval must be requested at least seven (7) days prior to bid date and hour. Requests for approval beyond this date will not be considered.

Where the product is qualified by phrases such as "similar to", "or equal", or "or approved equal", Contractor may submit a substitute material for approval prior to bid date as stipulated above. Bid price shall be based on the material named or such approved substitutions as may be included by Addenda.

Request for approval shall include four (4) sets of data for all equipment with each item completely identified. Data will be reviewed for design concept and quality of manufacturer only. Capacities, physical characteristics, and size must be in accordance with the items specified. Refer to the General Conditions of these Specifications.

Where the name of a product appears on the Drawings, it signifies that this item has been checked out for job conditions. It shall be the responsibility of the Contractor to check other products.

#### 1.6 CUTTING, PATCHING, EXCAVATION, BACKFILL, AND LAYOUT:

Provide openings and excavation required for the installation of the work. Patch and backfill as required. Finished work shall match the adjoining work.

Verify all conditions affecting the work to be performed under this Contract.

Carefully verify measurements at the site, determine the exact location of chases and openings required. Provide sleeves, inserts, and hangers as required.

All excavation on sites containing existing buildings and existing services, shall be done with hand shovel to avoid damage to existing services. Any damage incurred by the Contractor shall be repaired by the Contractor in a manner approved by the Engineer and/or Architect, at no cost to the City and with no extension of time limitations.

1.7     EXPERIENCE:

The Contractor performing this work shall be a licensed, reputable firm, regularly performing the type of work incorporated in this project and who also maintains, as part of the firm, a service department with qualified personnel who regularly perform this type of work. The Contractor shall, upon request, show evidence of at least two jobs of similar character and size installed within the preceding two years.

1.8     INSTRUCTION:

Fully instruct representatives of the City in the care and operation of mechanical and electrical systems and furnish a letter to the Engineer and/or Architect advising the particular person who has received such instruction.

1.9     GUARANTEE:

Equipment shall be started, tested, adjusted, and placed in satisfactory operating condition. Furnish a letter addressed to the City advising that the completed systems have been installed in accordance with the Plans and Specifications and that they are in proper operating condition. The City shall receive a written guarantee covering all defects in workmanship and material for a period of one year from date of final acceptance. Any defects appearing within this year period shall be repaired without additional cost to the City. The City shall be provided with an extended four (4) year guarantee on compressor equipment as may be available from the manufacturer.

1.10    ACCEPTANCE:

Before requesting final inspection:

Complete all work required. If any items are held in abeyance as incomplete for final inspection, list such items together with explanation for delay.

Submit statement that equipment and systems are properly installed, adjusted, fully lubricated and operating satisfactorily.

Certify, in writing to the Engineer and/or Architect that the City's representative has been instructed as to the care and operation of the system and that catalog service and maintenance information has been turned over to the City.

Submit copy of written guarantee.

Submit copy of other data as may be outlined in these Specifications.

Copies of the above data shall be submitted to the Engineer and/or Architect prior to requesting final inspection.

In the event that the City wishes to take possession of the building and these systems for his benefit before final acceptance, Contractor shall state date of starting and termination of service contract and guarantee, obtain City's approval for such termination dates, and submit copies of City's approval with above data.

1.11 BROCHURE:

At the completion of work, Contractor shall submit a bound brochure containing the following:

1. Shop Drawings
2. Maintenance Manuals
3. Operating Instructions
4. Copy of Guarantee
5. Certificate of Instruction of City's representative
6. Certificate of job completion
7. As-Built Drawings

Where projects are of sufficient size to make a single brochure impractical, several brochures shall be prepared by trade and As-Built Drawings may be submitted as a separate item.

Brochure shall be indexed and divided for reasonable clarity.

Brochure shall be turned over to the Engineer and/or Architect for review and forwarding to the City.

END OF SECTION 15011.

## Project Description

The proposed project includes the manufacturing, assembly and setup of two (2) new modular office trailers to house the Engineering and Administrative personnel of the Tampa Water Department (TWD). Building #1 shall be nineteen (19) 12' x 60' contiguous modular buildings and Building #2 shall be three (3) 12' x 60' contiguous modular buildings. In addition to the buildings, the winning bidder shall provide asphalt parking lot, deck, ramps, stairs, aluminum patio cover, and utilities as described in the plan set.

## Project Location

The project address is 7801 N. 30<sup>th</sup> Street. The property is a part of existing TWD land located north of the Rogers Park Golf Course within the TWD Sludge Processing Site.



Figure 1 - Overall View of Project Site

## Contractor Requirements

The Contractor shall manufacturer, deliver, and setup (2) new manufactured office buildings and the associated site work as defined in the plans and specifications defined herein. The Contractor will be responsible for connecting potable plumbing to the supplied potable water meter, connecting internal fire sprinkler to the supplied fireline double detector check valve, and connecting sewer plumbing to the



supplied pump station, as defined in the plan set. The Contractor will be responsible to setup electrical service (with Tampa Electric Company) to handle the electrical loads of each building and the sewer pump station. The Contractor will be required to properly size and provide below grade electrical connections to each building and the sewer pump station. The Contractor will be responsible to obtain local building permit and shall obtain a certificate of occupancy. The buildings and site shall be constructed as defined in the plan set and specifications described below.

## City of Tampa Requirements

The City of Tampa Water Department will provide utility connection points for potable water, fire protection water, and sewer as shown in the attached plan set. The City of Tampa Water Department will provide the electrical load of the sewer pump station for the Contractor to properly size electrical service and conductors. The City of Tampa Water will provide permits or waivers for Environmental Protection Commission and Florida Department of Environmental Protection. The City of Tampa Water Department will reimburse any building related permit fees or electrical service application/permit fees associated with this project.

## Building Use

Office

## Building Code

Buildings shall be built to latest Florida Building Code and satisfy all requirements of chapter 553 of the Florida Statutes.

## Building Specifications

### General Construction

- Wind Load Capability – 140 mph;
- Frame
  - 12" I-beam with 12" on-center (O.C.) spacing
- Sub-Floor
  - Insulated to be R-19
  - 2" x 8" floor joints 16" O.C.
  - Floor Decking
    - Single layer ¾" tongue and groove Oriented Stranded Board (OSB) underlayment
    - 1 mil cross-woven polypropylene fabric under floor
- Fire Sprinkler system to meet local building code
- Interior
  - Walls
    - R-11 Sound reduction batts in all interior walls
    - Interior Wall Height = 8' 6"
    - Construction = 2 x 4; 24" O.C. min.
    - Type – 5/8" Fire rated Gypsum
    - Finish – mud, tape, orange peel texture, paint
    - Paint

- Office, Hallways, Storage Closet
    - Bathroom, Janitor Closet
    - Color – To be selected after award
  - Trim
    - Base – 4” Vinyl cove, 6” vinyl cove in bathroom
    - Color - Gray
- Ceiling
  - Interior ceiling height – 7’-11” above finished floor
  - Insulated to be R-38
  - Acoustical Suspended 2’ x 4’ T-Grid
  - Color – White
  - Thickness – 5/8”
  - Edge – beveled tegular 9/16
  - Texture – Smooth
  - Acoustical performance – NRC (.60) and CAC (35)
  - Approved product – Armstrong Canyon and associated suspension system or approved equal
- Doors
  - 36” x 80” Solid core pre-finished wood grain
  - Frame – wood prefinished jamb
  - Trim – wood prefinished; Gray
  - Lever handles with keyed lock on all offices; Privacy locks at restrooms
- Exterior
  - Walls
    - Studs – 2 x 4 or 2 x 6; 16” O.C.
    - Insulated to be R-13
    - 7/16” OSB Sheathing
    - Building wrap moisture sheathing
  - Siding
    - Type – Fiber Cement Lap Siding
    - Color – Gray Slate
    - Approved Product – HardiePlank HZ10 Lap Siding Select Cedarmill texture or approved equal
  - Roof
    - .090 EPDM Rubber roof (white)
    - Rafter – 2 x 8 or 2 x 10; 16” O.C.
    - Sheathing – 5/8” Fire treated plywood with ¼” Densdeck
    - Fiberglass batting – R value to match code
    - Gutters with downspouts over all exterior doors
  - Window
    - Size – as shown on plans
    - Color – White
    - Vinyl framed single hung vertical slider w/ fiberglass insect screen
    - LOW E double insulated glass
    - Blinds – 1” vinyl mini blinds

- Doors
  - 36" x 80"
  - Pre-hung 20ga commercial steel
  - Frame – 18ga steel frame with 5" x 20" vision panels
  - Door closer – aluminum heavy duty adjustable
  - Panic bar – ADA compliant; ANSE A156.3 Grade 1
  - All exterior doors keyed alike with deadbolt and exterior grade lever set
- Perimeter Skirting
  - Type – Vinyl
  - Color – White
- Lighting
  - Type – Outdoor Wallpack photocell controlled
  - Color – white
  - Color Temperature – 4000K-5000k
  - Lumens – 8000+

## Finishes

- Appliances
  - Refrigerator – 25.6 cubic feet or greater; ice maker; top freezer; Black
  - Oven/Stove – 4 burner stove top; single oven; black
  - Microwave – 1000 watt or greater; mounted over cooktop w/ fan and venting system; black
- Vinyl Tile
  - Type – Vinyl Composition Tile
  - Size – 12" x 24", rectangular
  - Thickness – .125 in.
  - Pattern - Offset
  - Color - Rain
  - Approved Product – Armstrong Raffia Stream Diamond 10 Technology Coating Rain Z5901
- Carpet
  - Type – Carpet Tile
  - Size – 24" x 24"
  - Color – Navy Gray
  - Surface Texture – Textured Patterned Loop
  - Fiber Type – Colorstrand SD Nylon
  - Construction – Tufted
  - Foot Traffic – Heavy
  - Density – 6,000
  - Weight Density – 90,000
  - Approved Product – Mohawk Group Sketch Effect Collection BT437 Shaded Lines Tile – Navy Gray or approved equal
- General Lighting
  - Type - Recessed center-troffer LED Type T-GRID
  - Color – White

- Color Temperature – 4000K
  - Lumens – 4000; dimmable to 10%
- Emergency Lighting
  - Exit lights – rustproof vandal resistant wall/ceiling luminaire; white
  - Emergency Lights – dual head exit/emergency light w/ 90 minute battery backup; white
- Cabinets / Countertops
  - Breakroom
    - Base Cabinet – 42”; solid plywood w/ poplar face frame; painted white
    - Overhead Cabinet – 36”; solid plywood w/ poplar face frame; painted white
    - Countertops – 25” deep laminate w/ 4” backsplash; color - Wilsonart standard HPL matte finish grey nebula 4622
- Plumbing
  - General
    - Potable
      - Cold – Schedule 40 PVC pipe and fittings
      - Hot – Schedule 40 CPVC pipe and fittings
      - Wall Supply Valves - Solvent weld; quarter turn
    - Waste - Schedule 40 PVC pipe and fittings; cleanouts per Florida Building Code
    - Water Heater – 30 gallon tall; electric; 4500 watts
    - Water Cooler – ADA compliant; bi-level; wall mounted
  - Breakroom
    - Sink – 33” single bowl; stainless steel; 2-hole
    - Faucet – single handle pull-down; stainless steel
    - Soap Dispenser – sink mounted; stainless steel
    - Disposal – ½ HP continuous feed
  - Restroom
    - Lavatory - ADA compliant; wall hung; front overflow drain hole; vitreous china; white
    - Faucet – 4” centerset single-handle; chrome
    - Toilet - ADA Compliant; 2 piece; pressure assisted; elongated bowl; white
    - Exhaust Fan – 120 CFM; less than 0.5 sone; integrated LED light; single pole switch operated
    - Accessories – surface mounted soap dispenser; surface mounted paper towel dispenser; tri-roll toilet paper dispenser; 18” x 30” framed mirror; grab bar(s) per code
  - Janitor Closet
    - Faucet – wall mounted; two handle; chrome
    - Mop Basin - 24” x 24”; one piece; fiberglass
- Electrical
  - Switches – 120v/15A toggle switch; white
  - Receptacles – 120v/15A duplex; white; GFI near plumbing and at HVAC
  - Network Junction – single gang box w/ CAT 5 wire; home run to electrical/data room

- Cable TV – single gang box w/ RG 6 cable; home run to electrical/data room
- HVAC
  - Equipment – 3-ton exterior wall hung heat pump AC w/ 10 KW Heat; Color gray; Approved equipment: Bard
  - Supply and Return incorporated into acoustical ceiling
  - Thermostat – Networked programmable heat/cool with occupancy sensor; Approved equipment: Bard CompleteStat
  - Remote Indoor Temperature sensor – mode of operation capable of averaging, highest of connected sensors, lowest of connected sensors; Approved equipment: Bard PN 8403-062 or approved equal

## Site Specifications

### Accessibility

- Ramps – ADA compliant; pressure treated lumber; 2 x 6 decking boards
- Deck – pressure treated lumber; 2 x 8 joists and blocking; 6 x 6 posts on concrete footing; 2 x 6 decking board
- Stairs – pressure treated lumber; 2 x 6 decking boards
- Railing – pressure treated lumber; to meet local building code

### Patio Cover

- Support structure – aluminum; white; sizing as necessary to meet local code
- Panel roofing – 3” thick; 4’ wide; white insulated aluminum tongue and groove paneling; 2lb density polystyrene foam with .032 aluminum facing on both sides; all joints sealed with peel and seal 250 w/ powerbond 4” width rolls; approved material: elite roofing interlock panel or approved equal