

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 25-C-00041

**FY25 - Stormwater Improvement Projects (Clark,
Annona and Woodmere)**

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

DECEMBER 2025

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

BID NOTICE MEMO

Electronic Bids are not allowed for these projects.

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

CONTRACT NO.: 25-C-00041; FY25 - Stormwater Improvement Projects (Clark, Annona and Woodmere)

BID OPENING: 1:30PM, Tuesday, January 20, 2026 **ESTIMATE:** \$1,606,540 **SCOPE:** This project will include three stormwater projects (Clark, Annona and Woodmere), small stormwater projects with various pipe sizes ranging from 15 to 30 inch in diameter stormwater pipe, roadway improvements with misc. 2" watermain offset and sanitary manhole adjustment tops.

Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. The public should not plan to attend in person. To view the Bid Opening follow these instructions:

To join the Microsoft Teams meeting from your computer, tablet, or smartphone.

[Click here to join the meeting](#)

Meeting ID: 292 828 652 204 Passcode: hE5XMy

[Download Teams](#) | [Join on the web](#) Or call in (audio only) [+1 941-263-1615,,135358761#](tel:+19412631615) United States, Sarasota Phone Conference ID: 135 358 761# [Find a local number](#) | [Reset PIN](#)

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

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

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

"Planholders" list may be found at www.demandStar.com .

Email Questions to: contractadministration@tampagov.net.

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA

Contract 25-C-00041; FY25 - Stormwater Improvement Projects (Clark, Annona and Woodmere)

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., January 20, 2026, in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, This project will include three stormwater projects (Clark, Annona and Woodmere), small stormwater projects with various pipe sizes ranging from 15 to 30 inch in diameter stormwater pipe, roadway improvements with misc. 2" watermain offset and sanitary manhole adjustment tops. 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

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 FY25 - Stormwater Improvement Projects (Clark, Annona and Woodmere) in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

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

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

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

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

I-1.04 INSTRUCTIONS TO BIDDERS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. Firm/Contractor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Award/Contract. Firm/Contractor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

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

I-1.06 LIQUIDATED DAMAGES:

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

I-1.07 BASIS OF AWARD OF CONTRACT:

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

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

I-1.10 TESTING:

The Contractor shall perform all Quality Control (QC) testing to meet the FDOT requirements in the Florida Department of Transportation, JULY 2022 Standard Specifications for Road and Bridge Construction

INSTRUCTIONS TO BIDDERS
SECTION 1 – SPECIAL INSTRUCTIONS

I-1.11 EQUAL BUSINESS OPPORTUNITY PROGRAM (EBO) REQUIREMENTS / PROJECT SUBCONTRACTING GOAL(S)

BIDDERS MUST SUBMIT COMPLETED AND SIGNED CITY OF TAMPA FORMS DMI-10 AND DMI-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 DMI Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)
 % SLBE (Small Local Business Enterprise) (EBO Program) only City-certified SLBEs
 36.7% U-WMBE/SLBE Combined (EBO Program)
per DMI 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 (GFECP) (DMI Form-50) for specific requirements.

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

NOTE: When U-WMBEs are included in a Goal, only those City-certified subcontractors whose WMBE Classification is designated "underutilized" will count toward Goal attainment. Refer to **DMI Form-70** to identify underutilized WMBEs by subcontract Classification for the applicable project industry category. A prime bidder who is a City-certified WMBE and/or SLBE is not exempt from the **GFECP DMI 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 **10.67%** 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 DMI-10 and DMI-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 DMI-10 and DMI-20 to be considered a responsive bid. Specifically, the 'Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers) (Form DMI-10)' listing all subcontractors (including non-certified) solicited and 'Schedule of All -To Be Utilized Sub-(Contractors/Consultants/Suppliers) (Form DMI-20)' listing all subcontractors (including non-certified) to be utilized. Supplemental forms, such as 'Form DMI-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 DMI-30)' is to be submitted with payment requests to report payments to subcontractors and using the on-line automated EBO compliance software system available at <https://tampa.diversitysoftware.com>

For additional information about the WMBE and SLBE programs contact the Office of Equal Business Opportunity at 813-274-5522. (3-18)

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.12 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-1.13 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-1.14 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 4 – TIME PROVISIONS, Article 4.07, Page A-6, last paragraph:

Replace the second paragraph with the following: “However, if such inspection reveals items of work still to be performed the Contractor shall provide for approval by the Engineer an estimate of the cost of each item and promptly perform them and then request a reinspection to be made within ten (10) days after receipt of such request. If, upon any reinspection, 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, Page A-7, last paragraph:

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

SECTION 10 – PAYMENTS, Article 10.05, Page A-10, 1st Paragraph, 1st Sentence:

Change "...fair value of the work done, and may apply for..." to "...fair value of the work done, and shall apply for..." Note: Retainage as referenced in Article 10.05 is limited to a maximum of five percent (5%).

SECTION 11 – MISCELLANEOUS PROVISIONS, Article 11.02, Page A-12, 1st Paragraph, 2nd Sentence:

Delete the 2nd Sentence in its entirety and replace it with the following new 2nd Sentence:

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

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

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

ARTICLE 11.03 INTENTIONALLY OMITTED.

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

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

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

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

The obligation of Contractor under this Article is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the

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SECTION 1 - SPECIAL INSTRUCTIONS

duty to defend exists regardless of any ultimate liability of Contractor, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Contractor. Contractor's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Contract.

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

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

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

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

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

1. Contractor shall keep and maintain public records required by the City to perform the services under this Agreement;
2. Upon request by the City, provide the City with copies of the requested records, having redacted records in total or 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.

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

E-Verify. In accordance with Section 448.095, Florida Statutes, the Contractor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. If the City has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Contractor, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the Contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of the termination of the Contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Contractor has otherwise complied with the law, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

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

The Contractor shall acquire for its use copies of the plans and specifications as needed, 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-1.17 PAYMENT DISPUTE RESOLUTION

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

INSTRUCTIONS TO BIDDERS
SECTION 1 – SPECIAL INSTRUCTIONS

I-1.18 SCRUTINIZED COMPANIES 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 Terrorism Sectors 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-1.19 FLORIDA'S PUBLIC RECORDS LAW; DATA COLLECTION

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

I-1.20 BIDDER'S CRIMINAL HISTORY SCREENING PRACTICES

Per City of Tampa Code of Ordinances, Section 2-284, Bidder is requested to provide information as to whether Bidder has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. If the Bidder voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12, Article IV of the City Code, the Bidder will receive a two percent (2%) discount for evaluation purposes only if Bidder submits notarized documentation with its bid, and an assurance of compliance with Section 2-284 if awarded the contract

(“Ban the Box Requirements”). The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link below.

https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018

Bidders must complete Form BTB-1 and include with its bid.

INSTRUCTIONS TO BIDDERS
SECTION 1 – SPECIAL INSTRUCTIONS

I-1.21 FLORIDA STATUTES 287.05701

The City of Tampa will not request documentation of or consider a bidder's (proposer's) social, political, or ideological interests when determining if the bidder (proposer) is a responsible vendor and will not give preference to a bidder (proposer) based on the bidder's (proposer's) social, political, or ideological interests.

I-1.22 CONSOLIDATED STATE LAW AFFIDAVIT

Bidders should submit an executed Consolidated State Law Affidavit with their Proposal.

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

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

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

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

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

I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage 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.

Annual Stormwater Projects (Clark, Woodmere and Annona)
FY 26 Project 25-C-00041
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.

#'s	Subtask	Business Name	Phone	Fax	Email	Address 1	City	e	Zip	Type
1	Maintenance of traffic	Beato Group, Inc.	813-252-0196		Info@BeatoGroup.com	8961 Turnstone Haven Place	Tampa	FL	33619	SLBE
1	Maintenance of traffic	Bussey Construction Services, Inc.	813-857-3844		kbussey@busseyconstruction.com	32234 Summerglade Dr	Wesley Chapel	FL	33545	SLBE
1	Maintenance of traffic	Cornerstone Barricades Inc.	352-373-8001	352-377-8976	seyi.falade@cornerstonebarricades.com	3201 SW 42nd Street	Gainesville	FL	32608	SLBE
1	Maintenance of traffic	M.P.G. & Company, Inc.	727-518-1761	727-518-1751	r kennedy@mpgusfl.com	8949 131ST PLACE NORTH	LARGO	FL	33773	SLBE
1	Maintenance of traffic	V&R Enterprise of Jacksonville, Inc.	904-383-5290	727-631-2667	valwilliam@vrenterprise.com	3757 Leeds Ct.	PALM HARBOR	FL	34685	SLBE
2	Embankmet, excavation, clearing and clean fill	2 Meyer Corp.	813-210-4864	813-645-5634	Renatonjr@aol.com	6308 Lake Sunrise Dr.	Apollo Beach	FL	33572	SLBE
2	Embankmet, excavation, clearing and clean fill	4678 Landscaping Incorporated	813-850-7958		4678LandscapingInc@gmail.com	4440 DEVINSHIRE FIELDS LOOP	PLANT CITY	FL	33567	SLBE
2	Embankmet, excavation, clearing and clean fill	AGF ALLIANCE DESIGN & CONSTRUCTION, INC.	813-231-0031	813-354-4850	agf.alliance@yahoo.com	12421 N Florida Ave	Tampa	FL	33612	SLBE
2	Embankmet, excavation, clearing and clean fill	American Construction Services, Inc of Tampa	813-247-1419	813-247-7708	carla.boyce@americancsi.com	719 S. 50th St.	Tampa	FL	33619	SLBE
2	Embankmet, excavation, clearing and clean fill	Capital P Enterprises	813-361-8260	813-681-7465	capitalpent@gmail.com	3209 Pearson Rd	Valrico	FL	33596	SLBE
2	Embankmet, excavation, clearing and clean fill	CASA HOME PROPERTIES LLC	727-379-7532		service@brosprohauling.com	3901 55th St N	St. Petersburg	FL	33709	SLBE
2	Embankmet, excavation, clearing and clean fill	CB CAPITAL RESOURCES INC	305-491-2551	813-217-9370	Truconstructiongc@gmail.com	3707 W WALLACE AVE	TAMPA	FL	33611	SLBE
2	Embankmet, excavation, clearing and clean fill	Cultiv8 Landscape Services LLC	813-220-8212	813-220-8212	mulcheverywhere@gmail.com	582 8TH ST NW	Ruskin	FL	33570	SLBE
2	Embankmet, excavation, clearing and clean fill	Cut-Ups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	SLBE
2	Embankmet, excavation, clearing and clean fill	DAWUD TRASH REMOVAL SERVICES	813-394-3316	813-512-7619	dallen_99@hotmail.com	3006 E 38th Ave	Tampa	FL	33610	SLBE
2	Embankmet, excavation, clearing and clean fill	GEORGE G SOLAR & CO., INC.	813-875-9148	813-879-2315	georgesolarcompany@gmail.com	4407 W SOUTH AVE	TAMPA	FL	33614	SLBE
2	Embankmet, excavation, clearing and clean fill	Gilliam Construction LLC	941-723-1000	941-723-1001	gcgilliamconstruction@yahoo.com	2315 17th St E	Palmetto	FL	34221	SLBE
2	Embankmet, excavation, clearing and clean fill	J & M Materials Of Riverview Inc.	813-478-2102	813-409-3880	jandmmaterials@gmail.com	6321 Muck Pond Rd	Seffner	FL	33584	SLBE
2	Embankmet, excavation, clearing and clean fill	MBattle Construction llc	727-214-4301	727-517-3774	moebattle@hotmail.com	470 maple way	safety harbor	FL	34695	SLBE
2	Embankmet, excavation, clearing and clean fill	NL concrete inc	813-438-9135	813-756-3275	NLconcreteinc@gmail.com	2609 S wilder loop	Plant city	FL	33565	SLBE
2	Embankmet, excavation, clearing and clean fill	Ortzak Construction Group, LLC	813-961-6023	813-961-6023	dcastro@ortzak.com	13014 N Dale Mabry Hwy	Tampa	FL	33618	SLBE
2	Embankmet, excavation, clearing and clean fill	Pavemaster Asphalt Paving LLC	813-671-7300	813-671-7311	Dawn@pavemasterfl.com	6115 Hartford St	Tampa	FL	33619	SLBE
2	Embankmet, excavation, clearing and clean fill	Paynes Environmental Services, LLC	813-677-6822	866-467-9029	paynestrees@cs.com	5617 Causeway Blvd	Tampa	FL	33619	SLBE
2	Embankmet, excavation, clearing and clean fill	Phinazee Construction & Consulting Services, Inc.	813-381-3317		pccsi@phinazeeconsulting.com	3433 Lithia Pinecrest Rd	Valrico	FL	33596	SLBE
2	Embankmet, excavation, clearing and clean fill	Rogers Concrete Services LLC	863-241-4631		msgerri@rogersclientservices.com	3104 NORTH FLORIDA AVE	LAKELAND	FL	33805	SLBE
2	Embankmet, excavation, clearing and clean fill	Shurley Spotless Commercial Cleaning	412-606-2485		info@shurleyspotlesscommercialcleaning.com	5923 Jenny Drive	Tampa	FL	33617	SLBE
2	Embankmet, excavation, clearing and clean fill	Sunrise Utility Construction, Inc.	813-949-3749	813-949-0408	LMNBOSS@AOL.COM	920 Lake Thomas Lane	Lutz	FL	33548	SLBE
2	Embankmet, excavation, clearing and clean fill	Tronco's Land of Florida, Inc.	813-751-9443		troncosland@gmail.com	9202 Celebration Ct	Tampa	FL	33647	SLBE
2	Embankmet, excavation, clearing and clean fill	Williams Landscape Management Co., Inc.	813-628-8048	813-628-8041	tonywilliams@wlmslandscape.com	5710 N 50th St	Tampa	FL	33610	SLBE
2	Embankmet, excavation, clearing and clean fill	Zorcon Contracting, LLC	813-838-6330		carlos@zorconcontracting.com	3903 Northdale Blvd. Ste 100E	Tampa	FL	33624	SLBE
3	Erosion control, soil tracking, and inlet protection	Land & Water Engineering Science, Inc.	727-202-8958	727-202-8959	dikran@lwes.net	8950 Dr Martin Luther King Jr St N	St Petersburg	FL	33702	SLBE
3	Erosion control, soil tracking, and inlet protection	Polymer Technologies USA	813-704-7941		yamil@polymertechnologiesus.com	20067 Oakflower Ave	Tampa	FL	33647	SLBE
3	Erosion control, soil tracking, and inlet protection	Williams Landscape Management Co., Inc.	813-628-8048	813-628-8041	tonywilliams@wlmslandscape.com	5710 N 50th St	Tampa	FL	33610	SLBE

Annual Stormwater Projects (Clark, Woodmere and Annona)
FY 26 Project 25-C-00041
SLBE Availability Contact List

#'s	Subtask	Business Name	Phone	Fax	Email	Address 1	City	e	Zip	Type
4	Demolition of concrete structures	2 Meyer Corp.	813-210-4864	813-645-5634	Renatonjr@aol.com	6308 Lake Sunrise Dr.	Apollo Beach	FL	33572	SLBE
4	Demolition of concrete structures	AGF ALLIANCE DESIGN & CONSTRUCTION, INC.	813-231-0031	813-354-4850	agf.alliance@yahoo.com	12421 N Florida Ave	Tampa	FL	33612	SLBE
4	Demolition of concrete structures	American Construction Services, Inc of Tampa	813-247-1419	813-247-7708	carla.boyce@americancsi.com	719 S. 50th St.	Tampa	FL	33619	SLBE
4	Demolition of concrete structures	Capital P Enterprises	813-361-8260	813-681-7465	capitalpent@gmail.com	3209 Pearson Rd	Valrico	FL	33596	SLBE
4	Demolition of concrete structures	CASA HOME PROPERTIES LLC	727-379-7532		service@brosprohauling.com	3901 55th St N	St. Petersburg	FL	33709	SLBE
4	Demolition of concrete structures	CB CAPITAL RESOURCES INC	305-491-2551	813-217-9370	Truconstructiongc@gmail.com	3707 W WALLACE AVE	TAMPA	FL	33611	SLBE
4	Demolition of concrete structures	DAWUD TRASH REMOVAL SERVICES	813-394-3316	813-512-7619	dallen_99@hotmail.com	3006 E 38th Ave	Tampa	FL	33610	SLBE
4	Demolition of concrete structures	GEORGE G SOLAR & CO., INC.	813-875-9148	813-879-2315	georgesolarcompany@gmail.com	4407 W SOUTH AVE	TAMPA	FL	33614	SLBE
4	Demolition of concrete structures	Gilliam Construction LLC	941-723-1000	941-723-1001	gcgilliamconstruction@yahoo.com	2315 17th St E	Palmetto	FL	34221	SLBE
4	Demolition of concrete structures	KIY Enterprises, INC	813-416-6679		Lmcnair@kiyinc.com	3615 E Hanna Ave	Tampa	FL	33610	SLBE
4	Demolition of concrete structures	MBattle Construction llc	727-214-4301	727-517-3774	moebattle@hotmail.com	470 maple way	safety harbor	FL	34695	SLBE
4	Demolition of concrete structures	Mudd Muggers LLC	813-485-1837		Muddmuggers@gmail.com	2000 E 12th Ave	Tampa	FL	33605	SLBE
4	Demolition of concrete structures	NL concrete inc	813-438-9135	813-756-3275	NLconcreteinc@gmail.com	2609 S wilder loop	Plant city	FL	33565	SLBE
4	Demolition of concrete structures	Ortzak Construction Group, LLC	813-961-6023	813-961-6023	dcastro@ortzak.com	13014 N Dale Mabry Hwy	Tampa	FL	33618	SLBE
4	Demolition of concrete structures	Pavemaster Asphalt Paving LLC	813-671-7300	813-671-7311	Dawn@pavemasterfl.com	6115 Hartford St	Tampa	FL	33619	SLBE
4	Demolition of concrete structures	Phinazee Construction & Consulting Services, Inc.	813-381-3317		pccsi@phinazeeconsulting.com	3433 Lithia Pinecrest Rd	Valrico	FL	33596	SLBE
4	Demolition of concrete structures	Rogers Concrete Services LLC	863-241-4631		msgerry@rogersclientservices.com	3104 NORTH FLORIDA AVE	LAKELAND	FL	33805	SLBE
4	Demolition of concrete structures	Shurley Spotless Commercial Cleaning	412-606-2485		info@shurleyspotlesscommercialcleaning.com	5923 Jenny Drive	Tampa	FL	33617	SLBE
4	Demolition of concrete structures	SOUTHEAST ABATEMENT SERVICES, Inc	727-530-3038	727-530-3068	sanava@seasusa.com	230 Commerce Dr N	Largo	FL	33770	SLBE
4	Demolition of concrete structures	Sunrise Utility Construction, Inc.	813-949-3749	813-949-0408	LMNBOSS@AOL.COM	920 Lake Thomas Lane	Lutz	FL	33548	SLBE
4	Demolition of concrete structures	TNT Environmental, LLC	352-437-5563	352-437-3515	tnvironmental@gmail.com	17852 Pine Knoll Drive	Dade City	FL	33523	SLBE
4	Demolition of concrete structures	V&R Enterprise of Jacksonville, Inc.	904-383-5290	727-631-2667	valwilliam@vreenterprise.com	3757 Leeds Ct.	PALM HARBOR	FL	34685	SLBE
4	Demolition of concrete structures	WATERPROOFING EXPERTS, INC.	813-517-1555	813-517-1560	Info@QualityRR.net	1907 N 40TH STREET	TAMPA	FL	33605	SLBE
4	Demolition of concrete structures	Zorcon Contracting, LLC	813-838-6330		carlos@zorconcontracting.com	3903 Northdale Blvd. Ste 100E	Tampa	FL	33624	SLBE
5	Tree Services	4678 Landscaping Incorporated	813-850-7958		4678LandscapingInc@gmail.com	4440 DEVINSHIRE FIELDS LOOP	PLANT CITY	FL	33567	SLBE
5	Tree Services	AB5 Enterprises	813-847-9563		ab5enterprises@aol.com	11226 Southwind Lake Dr	Gibsonton	FL	33534	SLBE
5	Tree Services	all natural extreme team llc	813-765-2318	813-374-4317	xteam200@gmail.com	3107 east 25th ave	Tampa	FL	33605	SLBE
5	Tree Services	Always Green Landscaping	813-516-0823		alwaysgreenlandscapinginc@gmail.com	6750 Shelby Lynn Way	Zephyrhills	FL	33542	SLBE
5	Tree Services	Baron's Landscaping Services, Inc.	813-404-1509	813-443-4919	baronslawnCare@gmail.com	1704 N Riverhills Drive	TERRACE	FL	33617	SLBE
5	Tree Services	BARR-NONE WASH PRO LLC	813-407-9914		barrnonewashpro@gmail.com	4515 SWIFT CIR	VALRICO	FL	33596	SLBE
5	Tree Services	Bella Luna Services LLC	813-569-8763	813-200-8948	bellalunallc@yahoo.com	106 E Lumsden Rd	Brandon	FL	33511	SLBE
5	Tree Services	Cannida Group LLC	727-642-3709		info@cannidagroup.com	2820 17th avenue south	St. Petersburg	FL	33712	SLBE
5	Tree Services	Capital P Enterprises	813-361-8260	813-681-7465	capitalpent@gmail.com	3209 Pearson Rd	Valrico	FL	33596	SLBE
5	Tree Services	Cultiv8 Landscape Services LLC	813-220-8212	813-220-8212	mulcheverywhere@gmail.com	582 8TH ST NW	Ruskin	FL	33570	SLBE
5	Tree Services	Cut-Ups Lawn Service	813-361-8871	813-238-2397	cutupslawnService@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	SLBE

Annual Stormwater Projects (Clark, Woodmere and Annona)
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#'s	Subtask	Business Name	Phone	Fax	Email	Address 1	City	e	Zip	Type
5	Tree Services	D & J LAWN SERVICES OF LAKELAND LLC	863-859-3525		estimator@sodbydandj.com	575 Old Polk City Road	Lakeland	FL	33809	SLBE
5	Tree Services	D'J'S PRESSURE WASHING AND IRRIGATION SERVICE L.L.C.	813-601-3258		johndonnie2002@yahoo.com	4544 Ashburn Square Dr	Tampa	FL	33610	SLBE
5	Tree Services	DPI Pressure Washing LLC	813-991-7243		mauricio@pressurewashingclearwater.com	1132 Sunset Point Rd	Clearwater	FL	33755	SLBE
5	Tree Services	ELITE GROUNDS FL	813-678-6410		elitegroundsfl@gmail.com	11406 n dale mabry hwy	tampa	FL	33618	SLBE
5	Tree Services	Evergreen Tree Service, Inc	727-539-7446		evergreentreeservice@hotmail.com	1921 Starkey Rd	Largo	FL	33771	SLBE
5	Tree Services	irene&joe's lawn care &tree trimming	813-928-0124		rechibutler@yahoo.com	2921 E 33rd Ave	Tampa	FL	33610	SLBE
5	Tree Services	J & J Diversified, LLC	850-509-4800		john.mader@mac.com	4967 72nd Ave North	Pinellas Park	FL	33781	SLBE
5	Tree Services	JFSR Enterprise LLC	813-284-5979		jfsrenterprise@gmail.com	9610 Norwood Dr	Tampa	FL	33624	SLBE
5	Tree Services	JTCM Inc	813-935-7724		office@lawnsculptures.net	817 S MacDill Ave	Tampa	FL	33609	SLBE
5	Tree Services	Kirocz Cleaning Services & More LLC	813-399-6628		kiroczcleaningservicesllc@gmail.com	4221 Empire Pl	Tampa	FL	33610	SLBE
5	Tree Services	KIY Enterprises, INC	813-416-6679		lmcnair@kiyinc.com	3615 E Hanna Ave	Tampa	FL	33610	SLBE
5	Tree Services	lavishblossoms	727-221-3887		lavishblossoms@gmail.com	8405 Boulder Place	Tampa	FL	33615	SLBE
5	Tree Services	Marathon Lawn Care Inc.	727-314-3171		admin@marathonlawnCareinc.com	5 Citrus Drive	Palm Harbor	FL	34684	SLBE
5	Tree Services	Merion Landscape Services, LLC	813-374-6408		admin@merionls.com	2708 E LOUISIANA AVE	TAMPA	FL	33610	SLBE
5	Tree Services	MOMAR-ENTERPRISE.COM	813-981-1172		Mobetterfit@GMAIL.COM	8629 Deep Maple Drive	Riverview	FL	33578	SLBE
5	Tree Services	Moses & Wourman Maintenance Inc.	813-244-7134	813-920-1430	ctmoses11@msn.com	17102 downs dr	Odessa	FL	33556	SLBE
5	Tree Services	Nelson's Tree Farm and Nursery	813-842-4663	813-350-9139	kimberly.martinez33@gmail.com	19139 Geraci Rd.	Lutz	FL	33549	SLBE
5	Tree Services	Olvera Landscaping	813-360-2942		olveralandscapingvega@gmail.com	1706 W Charlotte St Apt C	Plant City	FL	33563	SLBE
5	Tree Services	One and Done Pressure Washing and Lawncare Services	813-614-6008		oneanddone34@yahoo.com	5601 Drew Ct	Tampa	FL	33619	SLBE
5	Tree Services	Paynes Environmental Services, LLC	813-677-6822	866-467-9029	paynestrees@cs.com	5617 Causeway Blvd	Tampa	FL	33619	SLBE
5	Tree Services	Pine Lake Services, Inc.	813-948-4736	813-948-4914	janet@pinelakenurseryinc.com	2122 Henley Rd.	Lutz	FL	33548	SLBE
5	Tree Services	Promise Construction and Repair Solutions LLC	813-988-8633	813-988-1555	rdelisca@promisecarefl.com	10711 North 53rd Street	TAMPA	FL	33617	SLBE
5	Tree Services	Ramos Top Pro-Services LLC	407-883-8535		Darianr89@yahoo.com	111 Emily Lane	Brandon	FL	33510	SLBE
5	Tree Services	T&T Lawn Care & HandyMan Services	813-613-9898		tandtlawncare_20@yahoo.com	4739 E Whiteway Dr	Tampa	FL	33617	SLBE
5	Tree Services	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	SLBE
5	Tree Services	The SOS Team LLC	702-305-7982		admin@thesosteam.com	3017 Aldoro Ave.	SPRING HILL	FL	34609	SLBE
5	Tree Services	THE TEIDE LANDSCAPING INC	813-580-4056		THE_TEIDE@HOTMAIL.COM	12353 JILLIAN CIR	HUDSON	FL	34669	SLBE
5	Tree Services	Trimen Precision Lawn Care, LLC	813-863-9328		account@trimenlandscape.com	450 S Taylor Rd	Seffner	FL	33584	SLBE
5	Tree Services	Tronco's Land of Florida, Inc.	813-751-9443		troncosland@gmail.com	9202 Celebration Ct	Tampa	FL	33647	SLBE
5	Tree Services	Upscale Divas Cleaning Services	813-516-7780		PoohslawnCare@gmail.com	710 E 119th Avenue	Tampa	FL	33612	SLBE
5	Tree Services	Walkers landscape and lawncare services	813-553-0549		bwalker1lcs@gmail.com	9821 e fowler ave	Thonotosassa	FL	33592	SLBE
5	Tree Services	Williams Landscape Management Co., Inc.	813-628-8048	813-628-8041	tonywilliams@wlmslandscape.com	5710 N 50th St	Tampa	FL	33610	SLBE
5	Tree Services	Works of Nature, LLC	813-531-2324		worksofnature813@gmail.com	1016 E.33rd Ave.	Tampa	FL	33603	SLBE
6	Wastewater Utilities	ADVANCED BUILDING CONSTRUCTION, LLC	727-967-6553		sam.abc.llc@gmail.com	42160 US Hwy 19 N	Tarpon Springs	FL	34689	SLBE

Annual Stormwater Projects (Clark, Woodmere and Annona)
FY 26 Project 25-C-00041
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#'s	Subtask	Business Name	Phone	Fax	Email	Address 1	City	e	Zip	Type
6	Wastewater Utilities	Apollo Construction & Engineering Services	813-645-4926	813-645-3351	azahran@apollo-construction.com	1821 36th Street SE	Ruskin	FL	33570	SLBE
6	Wastewater Utilities	Aptitude Associates Inc.	813-753-8849	000-000-0000	sonmanazia@yahoo.com	10511 Alcon Blue Dr	RIVERVIEW	FL	33578	SLBE
6	Wastewater Utilities	BARR-NONE WASH PRO LLC	813-407-9914		barrnonewashpro@gmail.com	4515 SWIFT CIR	VALRICO	FL	33596	SLBE
6	Wastewater Utilities	BUSTO PLUMBING SERVICES, INC.	813-251-1061	813-253-3938	jason@bustoplumbing.com	1702 WEST SAINT LOUIS ST	TAMPA	FL	33607	SLBE
6	Wastewater Utilities	CAO GROUP, LLC, THE	813-530-6145		dcao@thecaogroup.com	7204 BALTUSROL DR	RICHEY	FL	34654	SLBE
6	Wastewater Utilities	Charles Utilities Inc	813-388-8350		jliouro@charlesutilities.com	726 N Forbes Rd	Plant City	FL	33566	SLBE
6	Wastewater Utilities	Ciccarello & Son, Inc.	813-933-5512	813-933-5225	jciccarello@ciccarelloandson.com	7121 N. Armenia Ave.	Tampa	FL	33604	SLBE
6	Wastewater Utilities	Dyser Plumbing Company	813-269-4790	813-265-4174	dyserplumbing@tampabay.rr.com	4312 Oakhurst Terrace	Tampa	FL	33618	SLBE
6	Wastewater Utilities	First Plumbing & Air Conditioning of FL, Inc.	813-770-0361		firstplumbing@msn.com	13932 Methodist Church Rd.	Dover	FL	33527	SLBE
6	Wastewater Utilities	First Site Solution ILC	813-279-4455		roger.s@snellsmc.com	7738 Atwood dr	Wesley Chapel	FL	33545	SLBE
6	Wastewater Utilities	Gilliam Construction LLC	941-723-1000	941-723-1001	gcgilliamconstruction@yahoo.com	2315 17th St E	Palmetto	FL	34221	SLBE
6	Wastewater Utilities	JVA Plumbing, Inc.	813-841-5874	813-254-0256	jannet.varon@jvaconstruction.com	4013 W Jetton Ave	Tampa	FL	33629	SLBE
6	Wastewater Utilities	Larson Plumbing, Inc.	813-242-0911	813-242-0048	accounting@larsonplumbing.net	3205 E. 8th Ave.	Tampa	FL	33605	SLBE
6	Wastewater Utilities	Marin Construction & Remodeling	813-955-7460		consumercare@marincnr.com	24053 San Giovanni Dr	Land O' Lakes	FL	34639	SLBE
6	Wastewater Utilities	MCSI LLC	813-523-9559		marynesm@mymcsi.com	3023 n florida ave	Tampa	FL	33603	SLBE
6	Wastewater Utilities	REEVES BUILDING AND PLUMBING CONTRACTOR, INC.	813-493-2018	813-238-6197	ReevesBuilding@verizon.net	2309 E. Osborne Ave. Tampa,FL 33610	Tampa	FL	33610	SLBE
6	Wastewater Utilities	RZ Service Group LLC	904-402-2313		support@rzservicegroup.com	5401 W. Kennedy Blvd Ste 100	Tampa	FL	33609	SLBE
6	Wastewater Utilities	S&L BUILDING SOLUTIONS, LLC	769-216-7092		slbuilding.solutions@outlook.com	8822 Indigo Trail Loop	Riverview	FL	33578	SLBE
6	Wastewater Utilities	Strowbiz LLC	813-525-5144		Info@strowbiz.com	1818 Vandervort Rd	Lutz	FL	33549	SLBE
6	Wastewater Utilities	Ultimade Property Enhancement LLC	813-369-1571		info@ultimadeservices.com	8313 FOUNTAIN AVE	Tampa	FL	33615	SLBE
6	Wastewater Utilities	WATERPROOFING EXPERTS, INC.	813-517-1555	813-517-1560	Info@QualityRR.net	1907 N 40TH STREET	TAMPA	FL	33605	SLBE
7	Water Utilities	ADVANCED BUILDING CONSTRUCTION, LLC	727-967-6553		sam.abc.llc@gmail.com	42160 US Hwy 19 N	Tarpon Springs	FL	34689	SLBE
7	Water Utilities	Apollo Construction & Engineering Services	813-645-4926	813-645-3351	azahran@apollo-construction.com	1821 36th Street SE	Ruskin	FL	33570	SLBE
7	Water Utilities	Aptitude Associates Inc.	813-753-8849	000-000-0000	sonmanazia@yahoo.com	10511 Alcon Blue Dr	RIVERVIEW	FL	33578	SLBE
7	Water Utilities	BARR-NONE WASH PRO LLC	813-407-9914		barrnonewashpro@gmail.com	4515 SWIFT CIR	VALRICO	FL	33596	SLBE
7	Water Utilities	BUSTO PLUMBING SERVICES, INC.	813-251-1061	813-253-3938	jason@bustoplumbing.com	1702 WEST SAINT LOUIS ST	TAMPA	FL	33607	SLBE
7	Water Utilities	CAO GROUP, LLC, THE	813-530-6145		dcao@thecaogroup.com	7204 BALTUSROL DR	RICHEY	FL	34654	SLBE
7	Water Utilities	Charles Utilities Inc	813-388-8350		jliouro@charlesutilities.com	726 N Forbes Rd	Plant City	FL	33566	SLBE
7	Water Utilities	Ciccarello & Son, Inc.	813-933-5512	813-933-5225	jciccarello@ciccarelloandson.com	7121 N. Armenia Ave.	Tampa	FL	33604	SLBE
7	Water Utilities	Dyser Plumbing Company	813-269-4790	813-265-4174	dyserplumbing@tampabay.rr.com	4312 Oakhurst Terrace	Tampa	FL	33618	SLBE
7	Water Utilities	First Plumbing & Air Conditioning of FL, Inc.	813-770-0361		firstplumbing@msn.com	13932 Methodist Church Rd.	Dover	FL	33527	SLBE
7	Water Utilities	First Site Solution ILC	813-279-4455		roger.s@snellsmc.com	7738 Atwood dr	Wesley Chapel	FL	33545	SLBE
7	Water Utilities	Gilliam Construction LLC	941-723-1000	941-723-1001	gcgilliamconstruction@yahoo.com	2315 17th St E	Palmetto	FL	34221	SLBE

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#'s	Subtask	Business Name	Phone	Fax	Email	Address 1	City	e	Zip	Type
7	Water Utilities	JVA Plumbing, Inc.	813-841-5874	813-254-0256	jannet.varon@jvaconstruction.com	4013 W Jetton Ave	Tampa	FL	33629	SLBE
7	Water Utilities	Larson Plumbing, Inc.	813-242-0911	813-242-0048	accounting@larsonplumbing.net	3205 E. 8th Ave.	Tampa	FL	33605	SLBE
7	Water Utilities	Marin Construction & Remodeling	813-955-7460		consumercare@marincnr.com	24053 San Giovanni Dr	Land O' Lakes	FL	34639	SLBE
7	Water Utilities	MCSI LLC	813-523-9559		marynesm@mymcsi.com	3023 n florida ave	Tampa	FL	33603	SLBE
7	Water Utilities	REEVES BUILDING AND PLUMBING CONTRACTOR, INC.	813-493-2018	813-238-6197	ReevesBuilding@verizon.net	2309 E. Osborne Ave. Tampa,FL 33610	Tampa	FL	33610	SLBE
7	Water Utilities	RZ Service Group LLC	904-402-2313		support@rzservicegroup.com	5401 West Kennedy Blvd Ste. 100	Tampa	FL	33609	SLBE
7	Water Utilities	S&L BUILDING SOLUTIONS, LLC	769-216-7092		slbuilding.solutions@outlook.com	8822 Indigo Trail Loop	Riverview	FL	33578	SLBE
7	Water Utilities	Strowbiz LLC	813-525-5144		Info@strowbiz.com	1818 Vandervort Rd	Lutz	FL	33549	SLBE
7	Water Utilities	Ultimade Property Enhancement LLC	813-369-1571		info@ultimadeservices.com	8313 FOUNTAIN AVE	Tampa	FL	33615	SLBE
7	Water Utilities	WATERPROOFING EXPERTS, INC.	813-517-1555	813-517-1560	Info@QualityRR.net	1907 N 40TH STREET	TAMPA	FL	33605	SLBE
8	Roadway Reconstruction	2 Meyer Corp.	813-210-4864	813-645-5634	Renatonjr@aol.com	6308 Lake Sunrise Dr.	Apollo Beach	FL	33572	SLBE
8	Roadway Reconstruction	AGF ALLIANCE DESIGN & CONST, INC.	813-231-0031	813-354-4850	agf.alliance@yahoo.com	12421 N Florida Ave	Tampa	FL	33612	SLBE
8	Roadway Reconstruction	Asphalt Pro Contractors LLC	813-501-9700		Jose@asphaltprocontractors.com	3210 N Florida Ave	Tampa	FL	33603	SLBE
8	Roadway Reconstruction	Bussey Construction Services, Inc.	813-857-3844		kbussey@busseyconstruction.com	32234 Summerglade Dr	Wesley Chapel	FL	33545	SLBE
8	Roadway Reconstruction	Capital P Enterprises	813-361-8260	813-681-7465	capitalpent@gmail.com	3209 Pearson Rd	Valrico	FL	33596	SLBE
8	Roadway Reconstruction	CB CAPITAL RESOURCES INC	305-491-2551	813-217-9370	Truconstructiongc@gmail.com	3707 W WALLACE AVE	TAMPA	FL	33611	SLBE
8	Roadway Reconstruction	DAWUD TRASH REMOVAL SERVICES	813-394-3316	813-512-7619	dallen_99@hotmail.com	3006 E 38th Ave	Tampa	FL	33610	SLBE
8	Roadway Reconstruction	GEORGE G SOLAR & CO., INC.	813-875-9148	813-879-2315	georgesolarcompany@gmail.com	4407 W SOUTH AVE	TAMPA	FL	33614	SLBE
8	Roadway Reconstruction	Ortzak Construction Group, LLC	813-961-6023	813-961-6023	dcastro@ortzak.com	13014 N Dale Mabry Hwy	Tampa	FL	33618	SLBE
8	Roadway Reconstruction	Pavemaster Asphalt Paving LLC	813-671-7300	813-671-7311	Dawn@pavemasterfl.com	6115 Hartford St	Tampa	FL	33619	SLBE
8	Roadway Reconstruction	Phinazee Const & Consulting Services, Inc.	813-381-3317		pccsi@phinazeeconsulting.com	3433 Lithia Pinecrest Rd	Valrico	FL	33596	SLBE
8	Roadway Reconstruction	Rogers Concrete Services LLC	863-241-4631		msgerry@rogersclientservices.com	3104 NORTH FLORIDA AVE	LAKELAND	FL	33805	SLBE
8	Roadway Reconstruction	Shurley Spotless Commercial Cleaning	412-606-2485		info@shurleyspotlesscommercialcleaning.com	5923 Jenny Drive	Tampa	FL	33617	SLBE
8	Roadway Reconstruction	Turn-Key General Contracting, INC	813-363-4346		build@turnkeygcinc.com	1112 Fennel Green Dr	Seffner	FL	33584	SLBE
9	Landscape	4678 Landscaping Incorporated	813-850-7958		4678LandscapingInc@gmail.com	4440 DEVINSHIRE FIELDS LOOP	PLANT CITY	FL	33567	SLBE
9	Landscape	AB5 Enterprises	813-847-9563		ab5enterprises@aol.com	11226 Southwind Lake Dr	Gibsonton	FL	33534	SLBE
9	Landscape	all natural extreme team llc	813-765-2318	813-374-4317	xteam200@gmail.com	3107 east 25th ave	Tampa	FL	33605	SLBE
9	Landscape	Always Green Landscaping	813-516-0823		alwaysgreenlandscapinginc@gmail.com	6750 Shelby Lynn Way	Zephyrhills	FL	33542	SLBE
9	Landscape	Baron's Landscaping Services, Inc.	813-404-1509	813-443-4919	baronslawn care@gmail.com	1704 N Riverhills Drive	TERRACE	FL	33617	SLBE
9	Landscape	Bella Luna Services LLC	813-569-8763	813-200-8948	bellalunallc@yahoo.com	106 E Lumsden Rd	Brandon	FL	33511	SLBE
9	Landscape	Cannida Group LLC	727-642-3709		info@cannidagroup.com	2820 17th avenue south	St. Petersburg	FL	33712	SLBE
9	Landscape	Capital P Enterprises	813-361-8260	813-681-7465	capitalpent@gmail.com	3209 Pearson Rd	Valrico	FL	33596	SLBE

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#'s	Subtask	Business Name	Phone	Fax	Email	Address 1	City	e	Zip	Type
9	Landscape	CB CAPITAL RESOURCES INC	305-491-2551	813-217-9370	Truconstructiongc@gmail.com	3707 W WALLACE AVE	TAMPA	FL	33611	SLBE
9	Landscape	Cultiv8 Landscape Services LLC	813-220-8212	813-220-8212	mulcheverywhere@gmail.com	582 8TH ST NW	Ruskin	FL	33570	SLBE
9	Landscape	Cut-Ups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	SLBE
9	Landscape	D & J LAWN SERVICES OF LAKELAND LLC	863-859-3525		estimator@sodbydandj.com	575 Old Polk City Road	Lakeland	FL	33809	SLBE
9	Landscape	D'J'S PRESSURE WASHING AND IRRIGATION SERVICE L.L.C.	813-601-3258		johndonnie2002@yahoo.com	4544 Ashburn Square Dr	Tampa	FL	33610	SLBE
9	Landscape	D3 Contracting Services LLC	813-203-0189		d3contractingservices@gmail.com	4522 W Village Dr	Tampa	FL	33624	SLBE
9	Landscape	DPI Pressure Washing LLC	813-991-7243		mauricio@pressurewashingclearwater.com	1132 Sunset Point Rd	Clearwater	FL	33755	SLBE
9	Landscape	ELITE GROUNDS FL	813-678-6410		elitegroundsfl@gmail.com	11406 n dale mabry hwy	tampa	FL	33618	SLBE
9	Landscape	irene&joe's lawn care &tree trimming	813-928-0124		rechibutler@yahoo.com	2921 E 33rd Ave	Tampa	FL	33610	SLBE
9	Landscape	J & J Diversified, LLC	850-509-4800		john.mader@mac.com	4967 72nd Ave North	Pinellas Park	FL	33781	SLBE
9	Landscape	J&J HOLDINGS AND SERVICES LLC	813-260-0630	813-260-0630	JANDJHOLDINGSANDSERVICES1@GMAIL.COM	4107 N GLEN AVE TAMPA,FL 33607	TAMPA	FL	33607	SLBE
9	Landscape	JFSR Enterprise LLC	813-284-5979		jfsrenterprise@gmail.com	9610 Norwood Dr	Tampa	FL	33624	SLBE
9	Landscape	JTCM Inc	813-935-7724		office@lawnsculptures.net	817 S MacDill Ave	Tampa	FL	33609	SLBE
9	Landscape	Kirocz Cleaning Services & More LLC	813-399-6628		kiroczcleaningservicesllc@gmail.com	4221 Empire Pl	Tampa	FL	33610	SLBE
9	Landscape	KIY Enterprises, INC	813-416-6679		lmcnair@kiyinc.com	3615 E Hanna Ave	Tampa	FL	33610	SLBE
9	Landscape	lavishblossoms	727-221-3887		lavishblossoms@gmail.com	8405 Boulder Place	Tampa	FL	33615	SLBE
9	Landscape	Marathon Lawn Care Inc.	727-314-3171		admin@marathonlawn careinc.com	5 Citrus Drive	Palm Harbor	FL	34684	SLBE
9	Landscape	Merion Landscape Services, LLC	813-374-6408		admin@merionls.com	2708 E LOUISIANA AVE	TAMPA	FL	33610	SLBE
9	Landscape	MOMAR-ENTERPRISE.COM	813-981-1172		Mobetterfit@GMAIL.COM	8629 deep maple drive	Riverview	FL	33578	SLBE
9	Landscape	Moses & Wourman Maintenance Inc.	813-244-7134	813-920-1430	ctmoses11@msn.com	17102 downs dr	Odessa	FL	33556	SLBE
9	Landscape	Nelson's Tree Farm and Nursery	813-842-4663	813-350-9139	kimberly.martinez33@gmail.com	19139 Geraci Rd.	Lutz	FL	33549	SLBE
9	Landscape	Nichols Landscape Architecture Inc.	813-948-8810	877-246-3714	celia@nichols-la.com	18115 U.S. Highway 41 N.	Lutz	FL	33549	SLBE
9	Landscape	Olvera Landscaping	813-360-2942		olveralandscapingvega@gmail.com	1706 W Charlotte St Apt C	Plant City	FL	33563	SLBE
9	Landscape	One and Done Pressure Washing and Lawncare Services	813-614-6008		oneanddone34@yahoo.com	5601 Drew Ct	Tampa	FL	33619	SLBE
9	Landscape	Pine Lake Services, Inc.	813-948-4736	813-948-4914	janet@pinelakenurseryinc.com	2122 Henley Rd.	Lutz	FL	33548	SLBE
9	Landscape	Promise Construction and Repair Solutions LLC	813-988-8633	813-988-1555	rdelisca@promisecarefl.com	10711 North 53rd Street	TAMPA	FL	33617	SLBE
9	Landscape	Ramos Top Pro-Services LLC	407-883-8535		Darianr89@yahoo.com	111 Emily Lane	Brandon	FL	33510	SLBE
9	Landscape	RODRIGUEZ SOD RANCH INC	813-886-2163		rodriguezsodranch@yahoo.com	7608 W Linebaugh Ave	Tampa	FL	33625	SLBE
9	Landscape	Sunbelt Sod & Grading Company	813-641-9855	813-434-9038	lesley@sunbeltsod.com	819 - 9th St. N.E.	Ruskin	FL	33570	SLBE
9	Landscape	T&T Lawn Care & HandyMan Services	813-613-9898		tandtlawncare_20@yahoo.com	4739 E Whiteway Dr	Tampa	FL	33617	SLBE
9	Landscape	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	SLBE
9	Landscape	The Playground Pro LLC	813-260-9107		Jennifer@thoplaygroundpro.net	9743 West Hillsborough Ave	Tampa	FL	33615	SLBE
9	Landscape	The SOS Team LLC	702-305-7982		admin@thesosteam.com	3017 Aldoro Ave.	SPRING HILL	FL	34609	SLBE
9	Landscape	THE TEIDE LANDSCAPING INC	813-580-4056		THE_TEIDE@HOTMAIL.COM	12353 JILLIAN CIR	HUDSON	FL	34669	SLBE

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#'s	Subtask	Business Name	Phone	Fax	Email	Address 1	City	e	Zip	Type
9	Landscape	Trimen Precision Lawn Care, LLC	813-863-9328		account@trimenlandscape.com	450 S Taylor Rd	Seffner	FL	33584	SLBE
9	Landscape	Upscale Divas Cleaning Services	813-516-7780		Poohslawncare@gmail.com	710 E 119th Avenue	Tampa	FL	33612	SLBE
9	Landscape	V&R Enterprise of Jacksonville, Inc.	904-383-5290	727-631-2667	valwilliam@vrenterprise.com	3757 Leeds Ct.	PALM HARBOR	FL	34685	SLBE
9	Landscape	Walkers landscape and lawncare services	813-553-0549		bwalker1lcs@gmail.com	9821 e fowler ave	Thonotosassa	FL	33592	SLBE
9	Landscape	WC Boxes, Inc.	813-478-1102	813-864-4386	wcindustries2003@gmail.com	17620 Lake Key Drive	Odessa	FL	33556	SLBE
9	Landscape	Williams Landscape Management Co., Inc.	813-628-8048	813-628-8041	tonywilliams@wlmslandscape.com	5710 N 50th St	Tampa	FL	33610	SLBE
9	Landscape	Works of Nature, LLC	813-531-2324		worksofnature813@gmail.com	1016 E.33rd Ave.	Tampa	FL	33603	SLBE
10	Concrete	A Purpose Construction LLC	727-417-4106		andrew@apurposeconst.com	3866 37th Street South unit #46	St. Petersburg	FL	33711	SLBE
10	Concrete	AEC DEVELOPMENT PARTNERS LLC	202-368-2992		Dperdomo@aecdevelopmentpartners.com	501 E Kennedy Blvd	TAMPA	FL	33602	SLBE
10	Concrete	AIO ENTERPRISE, LLC	407-466-3689	813-436-5640	luz@aioenterprise.com	13011 Purdue PL	Terrace	FL	33617	SLBE
10	Concrete	American Construction Services, Inc of Tampa	813-247-1419	813-247-7708	carla.boyce@americancsi.com	719 S. 50th St.	Tampa	FL	33619	SLBE
10	Concrete	American Grinding Concrete LLC	813-453-8075	813-453-8075	julioagconcrete@gmail.com	5370 Nichols Rd	Mulberry	FL	33860	SLBE
10	Concrete	Apollo Construction & Engineering Services	813-645-4926	813-645-3351	azahran@apollo-construction.com	1821 36th Street SE	Ruskin	FL	33570	SLBE
10	Concrete	Belt Construction Corp of Tampa	813-961-3075	813-961-1031	cbuff@beltconstruction.com	1503 W Busch Blvd	Tampa	FL	33612	SLBE
10	Concrete	Central Eagles Construction, Inc.	813-484-4272		Halvarado@centraleaglesinc.com	8307 State Road 674	Wimauma	FL	33598	SLBE
10	Concrete	Central Florida Contractors Inc	727-596-0708		sidewalks@aol.com	13345 Pine Bark Ct	Largo	FL	33774	SLBE
10	Concrete	E Johnson Construction and Hauling, LLC	813-417-9116		johsonhauling78@gmail.com	3205 East 24th Ave	Tampa	FL	33605	SLBE
10	Concrete	E/S Concrete Service, Inc.	727-560-0957	727-821-5029	enorisslysr@yahoo.com	726 E. Harbor Drive	St. Petersburg	FL	33705	SLBE
10	Concrete	GEORGE G SOLAR & CO., INC.	813-875-9148	813-879-2315	georgesolarcompany@gmail.com	4407 W SOUTH AVE	TAMPA	FL	33614	SLBE
10	Concrete	Gilliam Construction LLC	941-723-1000	941-723-1001	gccgilliamconstruction@yahoo.com	2315 17th St E	Palmetto	FL	34221	SLBE
10	Concrete	Iravani Professional Association	813-376-0974		iravanipa@gmail.com	18119 Portside Street	Tampa	FL	33647	SLBE
10	Concrete	JMJ Site Development Inc	813-927-2484	813-684-0504	jmjsitedevelopment@gmail.com	8311 Manor Club Circle Unit 4	Tampa	FL	33647	SLBE
10	Concrete	LumberJacks of South Florida	813-874-3600		taffy@roadwayconcepts.com	5196 Le Tourneau Cir	Tampa	FL	33610	SLBE
10	Concrete	MBattle Construction llc	727-214-4301	727-517-3774	moebattle@hotmail.com	470 maple way	safety harbor	FL	34695	SLBE
10	Concrete	MVH Construction LLC	813-374-3252		patriciaiv@mvhconstruction.com	4100 W Kennedy Blvd	Tampa	FL	33609	SLBE
10	Concrete	NL concrete inc	813-438-9135	813-756-3275	NLconcreteinc@gmail.com	2609 S wilder loop	Plant city	FL	33565	SLBE
10	Concrete	S&L BUILDING SOLUTIONS, LLC	769-216-7092		slbuilding.solutions@outlook.com	8822 Indigo Trail Loop	Riverview	FL	33578	SLBE
10	Concrete	SGM INDUSTRIAL WORKS, INC.	813-380-6691		smoreno@sgmworks.org	613 E SAM ALLEN RD	PLANT CITY	FL	33563	SLBE
10	Concrete	Sunrise Utility Construction, Inc.	813-949-3749	813-949-0408	LMNBOSS@AOL.COM	920 Lake Thomas Lane	Lutz	FL	33548	SLBE
10	Concrete	Turn-Key General Contracting, INC	813-363-4346		build@turnkeycinc.com	1112 Fennel Green Dr	Seffner	FL	33584	SLBE
10	Concrete	Velocity Construction, Inc.	813-526-5602	800-807-0314	matthewkennedy89@gmail.com	6506 e 24th ave	Tampa	FL	33619	SLBE
10	Concrete	WATERPROOFING EXPERTS, INC.	813-517-1555	813-517-1560	Info@QualityRR.net	1907 N 40TH STREET	TAMPA	FL	33605	SLBE
10	Concrete	WC Boxes, Inc.	813-478-1102	813-864-4386	wcindustries2003@gmail.com	17620 Lake Key Drive	Odessa	FL	33556	SLBE

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: (____) _____

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 25-C-00041
FY25 Annual Stormwater Projects (Clark, Annona and Woodmere)

Contract Item	Number	Description	Unit	Quantity					Total Bid	Unit Price in Words	Unit Price	Total
				Project 1 (Clark) - A	Project 2 (Annona) - B	Project 3A (Woodmere) - C	Project 3B (Woodmere) - C					
104	FLOATING SILT SCREEN		LF	2000					2000			
104.1	CURB INLET PROTECTION		EA			10			10			
105.1	ROOT PRUNING		LF	130		354			484			
105.5	TREE BARRICADES		LF		170	757			927			
110.11	CLEARING & GRUBBING		AC				0	0	0			
120.1	REMOVAL OF UNSUITABLE MATERIAL		CY				35	35	35			
120.6	REGRADING DITCH		CY	167					167			
120.61	EMBANKMENT		CY				103	103	103			
160	TYPE B STABILIZATION, 12" thick 75 psi/FBV		SY	633	453		128	1214				
285	OPTIONAL BASE, GROUP 04 (CRUSHED CONCRETE)		SY	633	453				1086			
285.06	OPTIONAL BASE, GROUP 06		SY				108	108	108			
285.1	OPTIONAL BASE, GROUP 11 (CRUSHED CONCRETE)		SY			428			428			
327	1.5" MECHANICAL MILLING		SY			2029	741	2770				
327.1	2" MECHANICAL MILLING		SY	633	553				1186			
327.2	MILLING EXISTING ASPHALT PAVEMENT, 3" AVG DEPTH		SY				339	339	339			
334	SUPERPAVE ASPHALTIC CONCRETE, SP 9.5 (2")		TN	69	136				205			
334.1	SUPERPAVE ASPHALTIC CONCRETE, SP12.5 (1.5")		TN			167			167			
334.2	SUPERPAVE ASPHALTIC CONCRETE, SP12.5 (2.5")		TN			59			59			
334.4	SUPERPAVE ASPHALTIC CONCRETE, SP12.5 (VARIABLE DEPTH)		TN				147	147	147			
425.1	DEMOLISH/REMOVE EXISTING SIDEWALK AND DRIVEWAY		SY	183	53	23	52	311				
425.132	TYPE J MANHOLE STRUCTURE (5' DIA) STORMWATER		EA			5			5			
425.133	TYPE J MANHOLE STRUCTURE (6' DIA) STORMWATER		EA		1				1			
425.13	INLET, COT CURB TYPE E, <10'		EA	4	1				5			
425.13A	INLET, COT CURB TYPE 1, <10'		EA			2			2			
425.14	INLET, COT CURB TYPE 2, <10'		EA			6			6			
425.131	INLET, COT CURB TYPE T, <10'		EA		3				3			
425.17	INLET, COT CURB TYPE BR-1, <10'		EA			2			2			
430.161	STORMWATER HEADWALL (PER PLANS)		EA	1					1			
430.1	15" ROUND STORMWATER PIPE (RCP)		LF		12				12			
430.2	18" ROUND STORMWATER PIPE (RCP)		LF			616			616			
430.3	24" ROUND STORMWATER PIPE (HDPP)		LF	120					120			
430.31	24" ROUND STORMWATER PIPE (RCP)		LF	24					24			
430.34	24" ROUND STORMWATER PIPE (RCP) (CLASS IV)		LF		44				44			
430.301	30" ROUND STORMWATER PIPE (RCP)		LF		384				384			
430.7	12"X18" ELLIPTICAL STORMWATER PIPE, (ERCP) CLASS IV		LF		40	136			176			
430.8	14"X23" ELLIPTICAL STORMWATER PIPE, (ERCP) CLASS IV		LF	40		32			72			
430.9	19"X30" ELLIPTICAL STORMWATER PIPE, (ERCP)		LF	139					139			

Contract 25-C-00041
FY25 Annual Stormwater Projects (Clark, Annona and Woodmere)

430.91	CONNECT STORMWATER PIPE TO EXISTING STRUCTURE (30-60")>10'	EA		1			1			
520.1	CONCRETE CURB & GUTTER, DROP CURB	LF				69	69			
520.2	CONCRETE CURB & GUTTER, TYPE F	LF			90		90			
520.3	CONCRETE CURB, TYPE D	LF				311	311			
522.1	SIDEWALK CONCRETE, 4" THICK (SIDEWALKS)	SY	61	9	23		93			
522.2	SIDEWALK CONCRETE, 6" THICK (DRIVEWAYS)	SY	189	44		100	333			
523	Concrete shock pad (waterline protection per plans)	SY	3				3			
527	ADA COMPLIANT RAMPS (Concrete Included)	EA		1	2	2	5			
530	RIP-RAP (SAND-CEMENT)	CY	22				22			
630.212	CONDUIT, FURNISH AND INSTALL, DIRECTIONAL BORE	LF				84	84			
635.211	PULL AND SPLICING BOX, FURNISH AND INSTALL, 13X24 COVER SIZE	EA				2	2			
646.111	ALUMINUM SIGNALS POLE, PEDESTAL	EA				2	2			
646.160	ALUMINUM SIGNALS POLE, REMOVE	EA				1	1			
653.111	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS				2	2			
653.160	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS				1	1			
660.2101	LOOP ASSEMBLY- F&I, TYPE A	AS				4	4			
665.111	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA				2	2			
700.3101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA				2	2			
700.1111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS				9	9			
700.1600	SINGLE POST SIGN, REMOVE	AS				7	7			
706.13	RETRO-REFLECTIVE PAVEMENT MARKERS YELLOW/YELLOW	EA				16	16			
710.11123	PAINTED PAVMT. MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF				207	207			
710.11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF				172	172			
710.11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	LF				256	256			
711.11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF				207	207			
711.11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF				46	46			
711.14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF				127	127			
711.16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	LF				256	256			
2200	F&I 2" HDPE TUBING BY HDD W/HDPE ADAPTERS AND HDPE FITTINGS AT VARIOUS DEPTHS	EA		1			1			
900.1	8" DIA. PVC SANITARY GRAVITY PIPE (C-900-DR-18) WITH FERNCO ADAPTORS (ALL INCLUSIVE)	EA		1			1			
1706	6-INCH DIAMETER PVC PIPE HOUSE LATERAL (SDR-35) (<30') REPLACEMENT	EA		1			1			
4900.1	CONNECT TO EXISTING MANHOLE	EA			1		1			
4900.2	REMOVE AND RAISE EXISTING MANHOLE TOPS	EA			2	5	7			
4900.3	VALVE BOXES, ADJUST	EA				1	1			
8901	RESOD DISTURBED AREAS (ROW) Bahai or St. Augustine	SF	378	202	1400	2205	4185			
100	CONTINGENCY	NTE	\$25,000.00	\$40,000.00	\$100,000.00	\$60,000.00	\$225,000.00		\$225,000.00	\$225,000.00
101	MOBILIZATION	LS	\$15,000.00	\$25,000.00	\$50,000.00	\$20,000.00	\$110,000.00		\$110,000.00	\$110,000.00
102	MAINTENANCE OF TRAFFIC	LS	\$25,000.00	\$25,000.00	\$50,000.00	\$20,000.00	\$120,000.00		\$120,000.00	\$120,000.00
										TOTAL for Contract

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

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

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

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

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

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

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

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

STATE OF _____

COUNTY OF _____

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

[NOTARY SEAL]

Notary Public, State of _____
Notary Printed Name: _____
Commission No.: _____
My Commission Expires: _____

CONSOLIDATED STATE LAW AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES AND PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 288.0071, FLORIDA STATUTES, AND COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES.

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Public Entity Crimes

- a. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
- b. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

2. Scrutinized Companies

- a. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section [215.473](#), Florida Statutes; or
 2. Is engaged in business operations in Cuba or Syria.
- b. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

3. E-Verify

- a. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
- b. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
- c. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
- d. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
- e. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.

f. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

4. **Anti-Human Trafficking**

Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

5. **Compliance with Prohibition Against Economic Incentives to Foreign Countries of Concern**

Affiant, on behalf of the Entity attest to the following:

That pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Entity attests to the following: that it is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

6. **Compliance with Foreign Countries of Concern**

Affiant, on behalf of the Entity attest to the following:

- a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
- a. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
- b. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)C, Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: _____

(Affiant) Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

Signature of Notary

Name: _____

(Print or Type Name)

Notary Public: State of Florida

My Commission Expires _____



Good Faith Effort Compliance Plan (GFECP) Guidelines

for Small Local Business Enterprise Participation

City of Tampa - Equal Business Opportunity Program

(DMI 50 Form – See detailed instructions on page 3 of 3)

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 Small Local Business Enterprises (SLBE) on the referenced contract:

- SLBE participation **Goal is Not Specified for this Solicitation** however participation is aspirational and **GFECP is required**.
- SLBE participation **Goal is Met or Exceeded** (refer to Goal-Set DMI-90 Form).
- SLBE participation Goal is **Not Fully Achieved** (refer to Goal-Set DMI-90 Form).

For each checkbox above Bidders/Proposers shall submit DMI Forms 10 and 20 which accurately report all subcontractors solicited and all subcontractors to-be-utilized. The following list is an overview of the required baseline GFECP action steps for all bids/proposals. Furthermore, it is understood that these GFECP 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 Qualifying Remarks)

- (1) Solicited through reasonable and available means the interest of SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within enough time to allow the SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested SLBEs. **See DMI report forms for subcontractors solicited.** **See enclosed supplemental data on solicitation efforts.**
 - Qualifying Remarks**
- (2) Provided interested 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/propoer for the solicitation. **See enclosed actual solicitations used.**
 - Qualifying Remarks**
- (3) Negotiated in good faith with interested SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/propoer'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 RFQ/RFP in nature and negotiations are limited to clarifications of scope/percentages, specifications, qualifications and subs fee schedules.**
 - See enclosed documentation.**
 - Qualifying Remarks**
- (4) Not rejecting SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The 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 SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available SLBE subcontractors and suppliers, to facilitate meeting the goal. **In addition, Sub-Contractors could 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 sub-tasks of a contract with its

Failure to Complete, Sign, and Submit all Forms 10,20, & 50 MAY render the Bid or Proposal Non-Responsive

own forces/organization. A Bidder/Proposer who desires to self-perform the sub-tasks 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 w/Documents

(7) Segmented the portions of the work to be performed by SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces. **Sub-Contractors could 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 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 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 SLBEs. See enclosed documentation of services engaged. Overview (attached) of tactical actions and resources employed toward recruitment

Note: Any unsolicited information in support of your Bid/RFP Compliance must accompany your submittal. **Identify Information Submitted**



Participation Plan: Guidance for Complying with Good Faith Efforts Outreach (page 3 of 3)

- (1) All firms on the 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 and all firms utilized. Other opportunities for subcontracting should be explored to attain participation. May consult Tampa EBO Office and/or research the online Data Management Business System Directory for Tampa certified SLBE firms.
- (2) Solicitation of SLBEs, via written or electronic notification, should provide specific information on the services needed, where plans can be reviewed and assistance offered in obtaining these, if required. Solicitations should be sent a minimum of a week (i.e. 5 city 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 SLBE low quotes rejected, an explanation shall be provided detailing negotiation efforts.
- (4) If a low bid SLBE is rejected or deemed unqualified the contractor must provide an explanation and supporting documentation for this decision.
- (5) Prime shall break down portions of work into economical feasible opportunities for subcontracting. The SLBE directory may be useful in identifying additional subcontracting opportunities and certified firms not listed in the "SLBE Goal Setting Firms Contact List."
- (6) Contractor shall not preclude SLBEs from bidding on any part of work, even if the Contractor may desire to self-perform aspects of the work.
- (7) Contractor shall avoid relying solely on subcontracting those scopes of work where SLBE availability is not sufficient to attain pre-determined goals; including RFP/RFQ solicitations, all of which require GFECP compliance to achieve sub-consultant participation.
- (8) In its solicitations, the Bidder should offer assistance to 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 SLBEs, if needed. This includes mobilization where applicable.
- (10) Contractor should use the services offered by such agencies as the Small Business Development Center (SBDC) @ University South Fla.; SBDC @ Hillsborough County Entrepreneur Collaborative Center; Hillsborough NAACP Empowerment Center; Hillsborough County Economic Development Department DM/DWBE/SBE Program and Prospera-Hispanic Business Assoc. to name a few for the recruitment and placement of available SLBEs.



Page 1 of 2 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All **Solicited Sub-(Contractors/Consultants/Suppliers)**
(DMI 10 Form)

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 with this form)

Note: Form DMI-10 must list ALL subcontractors solicited

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

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 Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

Page 2 of 2 – DMI **Solicited/Utilized** Instructions for completing The Sub- (Contractor's/Consultants / Suppliers) **Solicited Form** **(DMI 10 Form)**

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 in this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to 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 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 the 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 (DMI 30 Form) must be submitted with every pay application and invoice. Note: Certified **SLBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide a brief explanation of why no firms were contacted or solicited.
- **See attached documents.** Check the 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 DMI 10 Form must be in the same format and include all the requested data from the DMI 10 Form.

The following instructions are for the information of all subcontractors solicited.

- **“S” = SLBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises; “O” = non-certified others.
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in the proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes, aka “National Institute of Governmental Purchasing,” are listed in the top section of the document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with a letter the method(s) of soliciting for bids.
- **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 - Office of Equal Business Opportunity at (813) 274-5522

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 with this form)

Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.

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: "O" for Other Non-Certified

Total ALL Subcontract / Supplier Utilization \$

Total SLBE Utilization \$ _____

Percent SLBE 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: _____

Forms 10, 20, & 50 MAY render the Bid

(DMI 20 Form)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included in this form.

- **Contract No.** This is the number assigned by the City of Tampa for the 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 the 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 the 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 (DMI 30 Form) must be submitted with every pay application and invoice. Note: Certified **SLBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submission of Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box: provide a brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. **Note: Mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (DMI 50 Form), and supporting documentation must accompany the bid.**
- **See attached documents.** Check the 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 DMI-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 the information of all subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in the proper identification of the subcontractor.
- **“S” = SLBE,** enter “S” for firms Certified by the City as Small Local Business Enterprises; **“O” = non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **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/DMI> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for SLBEs).
- **Percent of Work/Contract.** Indicate the percentage of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services), you must indicate subcontracts as a percentage of the total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide the 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).
- **Percent SLBE Utilization.** Provide the 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).

- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.

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

TAMPA BID BOND

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 25-C-00041, FY25 - Stormwater Improvement Projects (Clark, Annona and Woodmere).

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 25-C-00041 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 25-C-00041; FY25 - Stormwater Improvement Projects (Clark, Annona and Woodmere), shall include, but not be limited to, This project will include three stormwater projects (Clark, Annona and Woodmere), small stormwater projects with various pipe sizes ranging from 15 to 30 inch in diameter stormwater pipe, roadway improvements with misc. 2" watermain offset and sanitary manhole adjustment tops. with all associated work required for a complete project in accordance with the Contract Documents.

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

TAMPA AGREEMENT

SECTION 1 GENERAL

ARTICLE 1.01 THE CONTRACT

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

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

ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

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

(a) To monitor the performance of the work.

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

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

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

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

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

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

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

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters

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

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

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

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

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

ARTICLE 2.03 NO ESTOPPEL

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

ARTICLE 2.04 NO WAIVER OF RIGHTS

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

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

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

SECTION 3 PERFORMANCE OF WORK

ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY

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

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

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

ARTICLE 3.02 COMPLIANCE WITH LAWS

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

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

ARTICLE 3.03 INSPECTION

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

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

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

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

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

ARTICLE 3.04 PROTECTION

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

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

ARTICLE 3.05 PRESERVATION OF PROPERTY

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

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

ARTICLE 3.06 BOUNDARIES

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

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 3.08 TAXES

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

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

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

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

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

SECTION 4 TIME PROVISIONS

ARTICLE 4.01 TIME OF START AND COMPLETION

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

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

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

ARTICLE 4.02 PROGRESS SCHEDULE

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

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

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

ARTICLE 4.03 APPROVAL REQUESTS

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

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

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

ARTICLE 4.05 EXTENSION OF TIME

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

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

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

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

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

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

ARTICLE 4.06 LIQUIDATED DAMAGES

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

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

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

ARTICLE 4.07 FINAL INSPECTION

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

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

SECTION 5 SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 5.01 LIMITATIONS AND CONSENT

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

ARTICLE 5.02 RESPONSIBILITY

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

SECTION 6 SECURITY AND GUARANTY

ARTICLE 6.01 CONTRACT SECURITY

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

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

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

ARTICLE 6.02 CONTRACTORS INSURANCE

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

ARTICLE 6.03 AGAINST CLAIMS AND LIENS

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

ARTICLE 6.04 MAINTENANCE AND GUARANTY

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

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

SECTION 7 CHANGES

ARTICLE 7.01 MINOR CHANGES

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

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

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

ARTICLE 7.02 EXTRA WORK

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.03 DISPUTED WORK

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

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

ARTICLE 7.04 OMITTED WORK

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

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

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

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

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

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

ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN

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

ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR

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

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

ARTICLE 11.11 NUMBER AND GENDER OF WORDS

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

ARTICLE 11.12 ACCESS TO RECORDS

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

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.

* * * * *

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

TAMPA
AGREEMENT

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 E/S
Justin R. Vaske, Senior Assistant City Attorney

Contractor

By: _____
(SEAL)

Title:

ATTEST:

Witness

**Bidder's Statement Regarding
Bidder's Criminal History Screening Practices:**

Pursuant to Sec. 2-284. - Bidder's Criminal History Screening Practices, the bidder declares as follows:

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby applies for applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices. The following documentation and assurances are provided:

Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker; and,

An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,

Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.

Identifies, []hereon []in attached document, potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,

Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or

The Bidder currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

Signed _____

Date _____

Name _____

Title _____

Firm _____

Project _____

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)

(Principal Business Address)

By _____

Title _____

Telephone Number of Principal

(Name of Surety)

(Surety Address)

By _____
(As Attorney in Fact)*

Telephone Number of Surety

Approved as to legal sufficiency:

Countersignature:

By _____ Justin R. Vaske E/S
Justin R. Vaske, Senior 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 marks 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.

G-10.05 ACCESS TO PUBLIC SERVICES

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

G-10.06 DUST PREVENTION

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

G-10.07 PRIVATE PROPERTY

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

SECTION 11 SLEEVES AND INSERTS

G-11.01 COORDINATION

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

G-11.02 OPENINGS TO BE PROVIDED

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

SECTION 12 CUTTING AND PATCHING

G-12.01 GENERAL

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

SECTION 13 CLEANING

G-13.01 DURING CONSTRUCTION

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

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

G-13.02 FINAL CLEANING

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

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

SECTION 14 MISCELLANEOUS

G-14.01 PROTECTION AGAINST SILTATION AND BANK EROSION

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

G-14.02 EXISTING FACILITIES

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

G-14.03 USE OF CHEMICALS

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

SPECIFIC PROVISIONS

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SP-1 Scope

The work under these Contract Documents includes the construction of (three separate stormwater improvement projects, listed in order of start below) and/or rehabilitation of existing facilities along with all miscellaneous and appurtenant work.

Location 1 – Clark and Fairoaks : Project area is located at Clark and Fairoaks as identified in the attached plans. Work involves removal of existing CMP stormwater culvert pipes, replacement of approx.. 40lf of 30 HDPP pipe, install new 24" RCP headwall, 200lf of various size RCP stormwater pipe, 4 grate inlets, new sidewalk and 2 concrete driveway replacement, sod and restoration restoration and all miscellaneous and appurtenant work to complete construction.

Location 2 – Annona and 17th : Project area at Annona and 17th Street. Work involves approximately 500lf of various size stormwater RCP (12-30"), 5 grate inlets, sidewalk and driveway restoration, 2"water main offset, 6" sanitary lateral replacement, sod and roadway restoration which will include all miscellaneous and appurtenant work.

Location 3 – Project area is located along Lois Avenue between Dale Avenue and Azeele Street, including the intersection of Woodmere Road and Lois Avenue. The project consists of two parts: a Stormwater project (Project 3A) and a transportation project (Project 3B).

Project 3A involves installation of approx. 784lf of various sizes of RCP and ERCP stormwater pipe, 10 stormwater inlets, 5 manholes, approximately 90lf of curb and gutter, milling and asphalt overlay of Lois Avenue, water line offsets, and all associated restoration and appurtenant work to complete construction.

Project 3B includes intersection modifications at Woodmere Road and Lois Avenue and all associated restoration and appurtenant work to complete construction.

The work will be authorized by the issuance of several individual Work Orders during the length of this contract and will consist of furnishing, constructing, installing, testing and maintaining the work complete and in place until accepted by the City.

Prior to the issuance of each Work Order, the Contractor and Engineer shall review the plans and the site to mutually agree upon an estimated cost based on the various Contract Items and a Time of Completion for the work. The Work Order Time of Completion shall be used to determine the total Contract Time.

The Contractor and Engineer shall also mutually determine if any additional pay items not included in the Proposal are necessary to complete the Work Order and, if so, will negotiate a price for said item(s).

SP-2 Intent

It is the intent of these documents to fully describe the work required to complete the full intent of this project. Therefore, any work not specifically addressed in either the Plans or in the Specifications, but which is necessary to provide for the full and complete intent of the project, is required to be included and shall be performed by the Contractor in accordance with all requirements herein, as though it were specifically addressed. The cost of this work shall be included in the cost of the pay item to which it is incidental, and no additional payment will be made therefor.

SP-3 Permits & Licensing

The City or its design consultant is responsible for obtaining permits, when required, from State, regional or

County agencies and railroads having jurisdiction over the project area, as follows:

- USACOE Section 404 Wetlands Permit
- Statewide (FDEP/SFWMD) Environmental Resource Permit
- Hillsborough County Environmental Protection Commission Wetlands Permit
- FDOT Driveway and/or Drainage Permit(s)
- FDOT Right-of-Way Use Permit
- FDEP Public Water or Wastewater System Permit(s)
- City of Tampa Tree Removal Permit
- City of Tampa Historic Preservation Approval

The Contractor is responsible for obtaining all other permits required to construct the project. The following permits will be obtained, when required:

- Florida Building Code Permit(s)
- FDEP NPDES Construction Generic Permit
- FDEP Dewatering Permit
- City of Tampa CWS or Hillsborough County ROW permit
- City of Tampa Tree Pruning Permit
- All other permits that may be required.

The Contractor shall be required to comply with all provisions of the permits, including those affecting workmanship, schedules, maintenance of traffic (see SP-26), notification of construction start and completion dates, pavement removal and replacement and other conditions under which each permit is issued.

The Contractor shall maintain full responsibility for any violation of the conditions of a permit under his control and shall work with the Authority Having Jurisdiction (AHJ) to correct any such violation. Any penalties imposed resulting from execution of this Contract shall be the responsibility of the Contractor.

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 and pay all permit fees associated with the permits for which he is responsible.

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 Construction Services of the Contract Administration Department for all required inspections and tests for all phases of work to obtain final approval from the AHJ.

SP-4 Drawings and Technical Standards – City Departments

The City of Tampa, Stormwater Engineering Division's Standard Drawings are available online at <https://www.tampa.gov/document/departmental-standards-25996>.

The City of Tampa, Transportation Engineering Division Pavement Restoration Standard is available online at <https://www.tampa.gov/document/city-tampa-pavement-restoration-standard-26101>.

The City of Tampa, Wastewater Engineering Division's Standard Drawings are available online at <https://www.tampa.gov/document/technical-standards-14061>

The City of Tampa, Water Engineering Division's Standard Drawings are available online at <https://www.tampa.gov/water/builders-and-homeowners/standards-and-manuals>

SP-5 Temporary Water for Testing

Supplemental to the requirements outlined in Article G-7.01 of the General Provisions, all reasonable amounts of water required by the Contractor for water main testing and flushing under this agreement will be furnished by the City from the existing water system without cost to the Contractor. The Contractor shall request temporary hydrant meters with backflow prevention devices when connecting to existing water system hydrants. A security deposit for the meter is required to be paid by the Contractor. The deposit will be returned when the meter is returned to the City. City Crews will install the meter with backflow-preventer on the hydrant. The Contractor shall make any necessary water supply connections at his own expense at a point designated by the City. These connections shall be maintained by the Contractor, who shall furnish all pipe, valves, and such other equipment necessary or required. Temporary piping may run above ground when there is no possibility of traffic, and it can be done safely. Otherwise, it must run underground and, in such manner, to meet the approval of the City.

At the discretion of the City, unnecessary waste of water after notification will be cause for use of water to be discontinued. After temporary lines have served their purpose, they shall be removed by the Contractor and all connections closed or plugged to the satisfaction of the City.

SP-6 Construction Start

Construction will not begin prior to receipt by the City of the required permits or until all necessary equipment and materials are on-site. Completion of these efforts shall not be unduly delayed by the Contractor. If start of construction is delayed due to permit acquisition, the contract time will be extended by the number of days after Notice to Proceed date that the permit is issued, but no extra payment will be made to the Contractor.

Should the Contractor be delayed by material orders or private utilities, the City of Tampa will give the Contractor an extension of time but no monetary reimbursement will be made.

SP-7 Coordination and Cooperation

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

SP-8 Connections Between Construction Phases

The Contractor shall provide an approved masonry bulkhead, spigot plug, bell cap, or standard pipe plug in the sanitary or storm sewer pipe, manhole, junction chamber, or other location to provide for terminating construction when the work is performed in phases and the connecting phase is delayed or incomplete.

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

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

SP-9 Use of Private Property for Temporary Construction Use

For any of the several "Annual Contract Projects" it is expected that all the construction activities will occur within the existing City properties, rights-of-way and/or easements. In the event the Engineer determines that a temporary construction easement or right of access agreement is necessary, the City will obtain such temporary construction easement or right of access. Any items necessary to restore the additional private property use area to its pre-impacted condition that is not established in the contract will be negotiated with the contractor prior to the start of construction.

If, in the opinion of the Contractor, obtaining additional temporary construction easement(s) or property rental, lease or use is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such use from the Owner of the property and restore the property to its original condition at no additional cost to the City. If such use is obtained by the Contractor, it shall contain provisions to hold the City harmless from any operations of the Contractor within the use areas. The Contractor shall not conduct construction operations on private property outside the limits of any temporary or permanent easement obtained by the City unless a copy of the temporary construction use agreement is filed with the City.

SP-10 Release of Facilities for Use

It is the intent of these Specifications that all newly constructed infrastructure and appurtenant facilities be placed in service as rapidly as possible. A portion of the project may be placed in service upon substantial completion of an agreed upon phase or segment once inspected and approved by the Engineer and the City. Acceptance or use by the City of any portion of the work prior to final acceptance shall not relieve the Contractor of any responsibilities for that work included in the Contract Documents.

SP-11 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-12 Contractor Emergency Response Time

Upon commencement of the work and until final completion of the project, the Contractor must be available to service emergency calls seven (7) days a week, twenty-four (24) hours a day. The response time for emergency calls shall be within two (2) hours. A contact person and telephone number shall be provided to the City for such purposes.

SP-13 Contractor's Field Office

Delete Article G-6.03 Contractor's Field Office on Page G-14 from GENERAL PROVISIONS. The Contractor's superintendent or alternate approved by the City shall be present at all times while work is in progress. The Contractor shall maintain copies of the Contract Documents, submittals and supplemental instructions in a complete, organized and up-to-date manner at the job site.

SP-14 Salvage

All existing materials and appurtenances removed by the Contractor and which are not designated to be salvaged shall become the property of the Contractor and shall be removed from the site of the work to the Contractor's own place of disposal.

Items which are designated to be salvaged shall be removed by the Contractor, delivered, and unloaded at a location within the Department's service area, as directed by the City. The cost of removing, disposing,

delivering, and unloading as salvage items of pipe and appurtenances shall be included in the various Contract Items or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-15 Sequence of Operations

The Contractor shall develop with the Engineer a complete schedule of the work which, in the opinion of the Engineer, will permit substantial completion of the work, in whole or in part, at the earliest possible date and will minimize disruption to the residents and business owners affected by the work.

Due to the characteristics of this project and/or the specific conditions within the neighborhood(s) where the work will be performed, the Contractor shall adhere to the following restrictions affecting the sequencing of the work:

- Work on a maximum of two adjacent City blocks at a time. The Contractor shall not move to the next block until the 1st block is fully restored. In addition, the Contractor shall work on one side of the block while keeping the other side open for pedestrians. The Contractor shall not move to the other side until vehicular and pedestrian access on the initial side is fully restored.
- Other construction sequence options may be allowed that would achieve the goal of minimizing disturbance to the neighborhood.
- The sequence of the projects is listed in SP-1 Scope. As the project progresses, there will be project overlap permitted.

Acceptance or use by the City of any portion of the work prior to final acceptance shall not relieve the Contractor of any responsibilities for that work included in the Contract Documents.

SP-16 Project Sign

The Contractor shall furnish a project sign as shown on the detail included herein and install it in the construction area as directed by the Engineer within 15 days of Notice to Proceed.

The cost of fabrication, erection, maintenance, removal, and proper disposal of the project sign at the completion of the project, including all labor and materials shall be deemed included in the prices bid for the various Contract Items of this Contract, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-17 Prevention, Control and Abatement of Erosion and Water Pollution

The Contractor shall be responsible for employing Best Management Practices (BMPs) for the prevention, control and abatement of erosion, siltation and water pollution resulting from construction of the project until final acceptance.

He shall provide, install, construct, and maintain any covering, mulching, sodding, sand bagging, berms, slope drains, sedimentation structures, silt and turbidity barriers and other BMPs necessary to meet City, County, State and Federal regulatory agency requirements.

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

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

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

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

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

The Contractor shall comply with the applicable provisions of the Hillsborough County Land Development Code concerning grading, filling, excavation, soil removal, and the like, as amended.

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

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

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

SP-19 Demolition

The Contractor shall demolish, remove and dispose of at an offsite location all pipe, structures, pavement, sidewalks, driveways, curb, vegetation and other items shown on the Plans to be removed or otherwise necessary to construct the proposed improvements and/or as directed by the Engineer.

The Contractor shall fill or backfill excavations in accordance with the specifications.

The cost of this work, including all material, labor, equipment, etc., shall be included under the various Contract Items, or in the total Lump Sum Price, as applicable, and no additional payment shall be made therefor.

SP-20 Dewatering

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

Before commencing any excavation at the site of the work, the Contractor shall submit to the Engineer and obtain his approval of the methods and equipment, and arrangement of facilities proposed for the removal and disposal of water at the site and of all water entering any excavation or other part of the work from any source whatsoever. Adequate standby facilities shall be provided to ensure that the excavation will be kept dry in the event of power failure or mechanical breakdown. Facilities for removal and disposal of water shall be of sufficient capacity to keep the excavation dry under all circumstances with one-half of the facilities out of service. If well points are used, provision shall be made for removing and resetting individual well points without taking the system of which they are a part out of service. Wellpoint piping and discharge should not adversely affect citizens' access to their property. For construction areas within or adjacent to residential areas, day-night average sound levels from dewatering pumps shall be limited to 65dB(A) by the use of a noise abatement enclosure or other approved noise abatement system.

SP-21 Unauthorized Filling or Grading

The Contractor, under Sec. 21-27 (Permit Requirements) of the City of Tampa Code, is prohibited from filling or grading any area, public or private, (except where shown on the construction plans) anywhere within the City limits without a permit. Drainage patterns cannot be altered to the detriment of neighboring property owners or public rights-of-way. A copy of the permit shall be submitted to the Engineer by the Contractor prior to any filling or grading operation.

SP-22 Storage of Materials

Storage of materials shall be limited to the right-of-way area within the limits of the project or for phased projects, within the active construction phase. Within these limits, the Contractor may only use that portion of the right-of-way outside of existing or proposed pavement areas provided that this use does not obstruct pedestrian or vehicular traffic and conforms to the City's Tree Ordinance. If the area behind the curb line/off the edge of pavement is insufficient in size to accommodate the Contractor's storage needs, the Contractor is required to secure the use of a vacant parcel of land for use as a storage site for the duration of this project. Upon completion of the project, right-of-way shall be returned to pre-construction conditions and meet City Standards. All other storage areas will be restored to a condition which meets or exceeds the pre-construction condition to the Owner's satisfaction. Payment for use and restoration of storage areas will be included in the appropriate lump sum pay items and unless the area is within the pipeline pay limits, no separate payment will be made therefor.

SP-23 Temporary Stockpiling

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

Public Right-of-Way

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

Location other than Public Right-of-way

- b. The Contractor shall:
 - 1) Obtain the permission (in writing) from the owner of the property where stockpiling

is desired.

- 2) At his own expense present the above letter and a contour plan of the site to the Engineer for approval of the stockpiling site.

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

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

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

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

SP-24 Trench Maintenance

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

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

SP-25 Work Zone Cleanliness

The Contractor shall always keep the work zone free of trash and debris. If the City observes that trash within a work zone becomes excessive, the Contractor will be required to deploy trash barrels or other approved methods within work zones sufficient to keep the area free of trash. It is the Contractor's responsibility to keep the construction site neat and clean with trash and debris to be removed daily.

SP-26 Road and Lane Closures, Traffic Control Plans

The Contractor shall arrange his work in a manner that minimizes traffic disruption. As deemed necessary, roadway and lane closures shall occur during normal business hours or as required by the Right-of-Way Use permit and the Contract Administration Department, Construction Division.

At least seventy-two hours before starting any work in City streets, the Contractor shall obtain a City of Tampa Street or Lane 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. A detailed traffic control plan shall be prepared in accordance with MUTCD and the appropriate FDOT Traffic Control Drawings contained in the FDOT Standard Plans (100 Series Index), latest edition.

The plan shall be submitted to the City of Tampa Smart Mobility Division with the application for the Street or Lane Closure Permit. The MOT plan shall include proposed detour routes and locations and descriptions of direction signs for the construction area and detour routes. A copy of the Street or Lane Closure Permit shall be submitted to the Engineer before starting any work in City streets. No changes to the MOT plan will be allowed without prior Smart Mobility Division approval.

The Contractor shall furnish and maintain all signs, barricades, lights and flagmen necessary to control traffic and provide for safety of the public, all in compliance with the approved traffic control plan with subsequent revisions and additions, and to the satisfaction of the Engineer.

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

SP-27 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, the authorities having jurisdiction (AHJ) over streets and highways are the City of Tampa Mobility Department, Hillsborough County Public Works, and Florida 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 materials and equipment shall conform to the requirements of the respective AHJ and will be subject to the inspection and approval of the AHJ.

SP-28 Existing Public Facilities Restoration

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

SP-29 City Street Pavement Restoration

City street restoration shall be performed in accordance with the details on the plans, the Technical Specifications and the latest editions of the City of Tampa Pavement Restoration Standards, City of Tampa Pavement Design Standards and the City of Tampa Transportation Technical Manual all maintained and periodically by the Mobility Department, Transportation Engineering Division.

SP-30 Replacement of Traffic Markings and Signalization Loops

The Contractor shall furnish all labor, equipment and materials to replace, test and maintain all traffic markings (temporary and permanent) and signalization loops removed or damaged by pipeline construction and appurtenant work as shown on the Plans, specified and directed by the Engineer.

The replacement of traffic markings (temporary and permanent), signalization loops and all appurtenant work shall be replaced by the Contractor in kind.

It shall be the Contractor's responsibility to field verify before construction begins all markings and signalization loops to be replaced.

All traffic markings and signalization loops shall conform to the Workmanship and Materials standards set forth in the latest edition of the Florida Department of Transportation Standard and Supplemental Specifications.

Payment for the replacement of temporary and permanent traffic markings, signalization loops and all appurtenant work shall be included in the various Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment shall be made.

SP-31 Protection of Existing Utilities and/or Relocation

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

The Contractor shall furnish, install, and remove sheeting and shoring, utilize trench boxes or other protective measures as may be necessary to satisfactorily accomplish the construction of the project. The cost of such measures shall be included in the unit prices as bid for the work being installed, and no separate payment shall be made therefor.

It will be the Contractor's responsibility to verify the location of all private utilities.

SP-32 Conflict Structures

Where a sanitary sewer line runs through a conflict structure, the portion of sanitary sewer spanning the structure shall be PVC encased in a steel sleeve. The annular space between the PVC pipe and the steel sleeve shall be sealed at each end as shown in the plans and contract documents. Payment shall be made under the appropriate conflict structure item. Unit bid price in this case shall reflect the PVC pipe, steel sleeve, etc., required to meet the above requirements and the standard details.

When a water main is carried through a conflict structure, the water line shall be encased in a steel sleeve. The diameter of the sleeve pipe shall be such as to allow about one inch (1") minimum clearance all around the existing water main (including bells). Payment shall be made under the appropriate conflict structure item. Bid price for such structures shall include all costs for furnishing and installing such steel sleeve.

SP-33 House Services

The Contractor shall maintain all utilities and house service connections on a continual basis. Any required work to municipal service lines (water and sewer) shall be performed in a manner that will minimize disruption of service to customers, the time of disruption will be subject to the approval of the Engineer. Any public or private utility services damaged by the Contractor will be repaired by the utility having jurisdiction and the cost of such repairs shall be borne by the Contractor.

The Contractor shall replace all existing vitrified clay (VCP) sanitary lateral services that crosses the proposed trench. Payment for the sewer lateral services will be made per each (EA) lateral services replaced. Each replacement of sewer lateral will include all necessary materials to install and remove the lateral in-place to the main if (VCP) or within trench if PVC. If there is a direct conflict with sewer and stormwater and no offset can be made, a conflict manhole will be required and included in a separate pay item.

SP-34 Short Tunnels

Sewers or force mains shall be constructed in short tunnels when determined necessary by the Engineer to protect trees, shrubs, and existing surface or subsurface utilities and structures. Short tunnels shall be constructed to the lengths specified and directed in writing by the Engineer. Separate payment for short tunnels will not be made but shall be included in the Contract Unit Price for which the short tunnel is incidental.

SP-35 Protection of Trees and Shrubs

All trees and shrubs, except where otherwise shown or ordered, shall be adequately protected by barricades, fences as indicated on the Plans, or otherwise carefully supported, as necessary, by the Contractor. Protective

barricades shall be placed around all protected trees and grand trees and shall remain in place until all construction activities are completed. Refer to the tree permit issued by the City's Natural Resources Division for inspections after tree protection devices have been installed and prior to construction. No excavated or backfill material shall be placed in a manner which, in the opinion of the Engineer, may result in damage to trees or shrubs. Prior to mobilization, all exposed roots shall be covered with a two (2)-inch layer of mulch. The Contractor shall replace all trees or shrubs which are destroyed or damaged to such extent, in the opinion of the Engineer, to be considered destroyed. Replacement of damaged or destroyed trees or shrubs shall be made with new stock conforming to the requirements of the City's Tree Ordinance at the expense of the Contractor, and no separate payment will be made therefor.

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

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

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

SP-36 Lawn and Landscape 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. Areas shall be regraded in conformance with the plans or to pre-impacted conditions. 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 Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-37 Existing Sprinkler System

For any of the several "Annual Contracts", it is required that the Contractor walk the project as the work order is being finalized, to determine the scope and extent of sprinkler systems that will be impacted by his work method.

Existing sprinkler systems for lawns and/or shrubbery within the City right-of-way shall be protected or, if disturbed, replaced by the Contractor. All sprinkler systems shall be replaced with those of equal or better quality as approved by the Engineer. The replacement of sprinkler systems shall include all necessary parts, labor, equipment, etc., to complete the existing sprinkler system in operating condition.

In areas where the construction might be in close proximity to existing sprinkler systems, the Contractor shall limit his trench width by using a trench/drag box, no additional expense to the City. The allowable width of

the construction area around existing sprinkler systems shall be as per the detail for sheeted (trench/drag box) trench plus 4 feet for a working area, to either side of the sheeted trench.

SP-38 Existing Drainage Facilities

The Contractor shall protect all existing drainage facilities within the work zone. When approved by the Engineer, relocation or special maintenance of drainage facilities during construction will be permitted. Disruption of service shall be kept to a minimum.

Facilities which are damaged by the Contractor shall be replaced by the Contractor to such limits as directed by the Engineer. Replacement work shall conform to City Standards. Work done outside the City shall conform to the standards of the AHJ.

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

SP-39 Inspection of Reinforced Concrete Pipe

All reinforced concrete pipes, reinforced concrete arch culverts, storm drain, and sewer pipe, and all reinforced concrete elliptical pipe shall be inspected and accepted by a testing laboratory approved by the Engineer. At the completion of the installation of the stormwater system and prior to roadway construction, all pipes and structure will be video inspected per details in SP - 92

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

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

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

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

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

The basis of acceptance for reinforced concrete pipe shall be in accordance with Section 5.1.1 of ASTM Des: C 76 (round pipe) or ASTM Des: C 507 (elliptical pipe). During manufacture, at least one pipe section shall be shop tested to destruction in three-edge-bearing in the presence of an approved independent testing laboratory for each 1,000 feet of pipe or fraction thereof made. The test pipe sections shall be a minimum of

four feet in length. The manufacturer shall have a pipe casting form, of the same inside diameter as the pipe being manufactured, together with the proper reinforcing steel cages, available at all times during manufacture for the purpose of casting test pipes at the times designated by the Engineer. Test pipe sections shall not be lined with plastic sheet. No pipe shall be tested at an age of less than 12 days, and no pipe shall be delivered to the job site until satisfactory completion of shop tests on representative pipe specimens for each 1,000-foot lot of pipe manufacturer. Proof-of-design tests performed on pipe manufactured for this Contract will be accepted by the City in lieu of shop tests for the first 1,000- foot lot of pipe of each size and class manufactured. This test must be within one (1) year of shipment for each size and class of pipe.

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

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

SP-40A Elliptical Concrete Pipe and Round Concrete Pipe Joints

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

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

SP-40B Grouting Abandoned Sewers

The Contractor shall pump a lean mixture of grout into sewers as shown on the Plans and as directed by the Engineer. The grout shall be a mixture of flyash and cement, the ratio of which shall be submitted to the Engineer for approval. The air-entraining admixture shall be permitted per Section 924. The grouting shall be installed by pumping.

This work shall be carried out after the replacement sewer is complete and functional.

The Contractor shall take measures to ensure the pipe is completely filled with the grout. Such measures may consist of constructing temporary stand pipes, grout injection tubes, or other measures approved by the Engineer and as directed in the Workmanship and Materials section. The Contractor shall also construct approved plugs into the ends of the abandoned sewers. All costs to construct the plugs, stand pipes, grout injection tubes (or other approved measures), and any other necessary steps to provide for a complete item shall be included in the unit cost of the grout, and no additional payment shall be made therefor.

SP-41 Temporary Pavement Restoration

No portion of the work shall be left more than fourteen (14) days without temporary pavement surface; however, the Engineer may require that temporary pavement surface be installed sooner to ensure that no more than five hundred (500) linear feet of road is inaccessible at one time. Payments on installed pipe of up to fifty percent (50%) of the unit price can be retained by the Engineer until a crushed concrete or limerock base material along with a sand seal temporary pavement surface is provided. The Engineer can restrict further pipe laying if satisfactory and on-going street restoration is not performed by the Contractor. Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid, or until final acceptance of the work.

SP-42 Alignment Survey Gravity Storm Sewer Pipe or Force Main Pipe

For any of the several “Annual Contracts”, the Contractor shall employ the services of a Land Surveyor, registered in the State of Florida, to stake out the alignment of the new gravity sanitary sewer pipe, or force main. All manhole locations or horizontal points of intersection, deflection angles, proposed manhole rim elevations, and proposed finished roadway elevations at the manholes shall be noted in the survey with their respective field stations. In the event of discrepancies between the stationing shown on the Plans and that obtained by the actual field survey, the Contractor shall notify the Engineer. The Engineer will advise the Contractor of any appropriate adjustments in alignment of the sewer or force main, or locations of manholes or horizontal points of intersection. The alignment survey must be submitted to the Engineer and approved by him prior to submitting shop drawings on manhole, structures, inlets, etc.

The Land Surveyor shall also establish construction centerline offset hubs at 100-foot intervals as directed by the Engineer. The Contractor shall protect these hubs from displacement or damage during construction. Any offset hubs damaged or displaced shall be reset by the Land Surveyor to the satisfaction of the Engineer.

In the instance of a “point repair” the requirement to provide an alignment survey will not be required. A point repair in a gravity line is defined as replacing any distance of sewer pipe, but not the entire length of pipe, between manholes. A point repair in a force main is defined as replacing a length of up to two contiguous nominal sections of pipe.

The cost of the survey and establishing and resetting offset hubs shall be included in the respective contract unit prices and no additional payment will be made therefor.

SP-43 City Testing

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

SP-44 Removal and Abandonment of Existing Sewer Systems within Pipeline Construction Payment Limits

The cost of removal or abandonment of existing sewer systems within pay limits including, but not limited to, pipe, inlets, manholes, manhole frames and covers, catch basins, and any other appurtenances as well as the cost to grout or sand-fill any pipe or manholes, where specified on the Plans, shall be included under the various Contract Items for pipelines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

Removal or abandonment of existing storm or sanitary sewer systems outside the sewer system pay limits, as shown on the Plans and directed by the Engineer, shall be paid for at the appropriate Contract Unit Price, or in the total Lump Sum Price, as applicable.

SP-46 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-47 Monthly Schedules

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

1. Well pointing
2. Main line pipe installation
3. Lateral pipe
4. Subgrade and Base work
5. Paving
6. Final Restoration

SP-48 Contingent Items

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

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

SP-50 Water Service Connections

During the course of the work, some existing water service connections will be disrupted or designated to be reconstructed/relocated due to the construction. When the water main is designated to be replaced in the contract Plans, the reconnection of the existing service line to the new water main will be paid for at the contract unit price per each connection one time only. All connections shall be transferred/relocated as per current City of Tampa Water Department, Technical Standards.

Copper and polyethylene service lines which are in good condition may be continued in use at the same location as determined by the Engineer. At locations where the streets are to be reconstructed, water lines shall have a minimum of thirty-six (36) inch cover.

SP-51 Protection of Water Service Lines

The Contractor shall protect all water service lines, including those which are to be replaced, in order to minimize interruption of service to the customer. If the Contractor damages a service line which is shown on the plans, is in line with a meter box, or that has been marked in the field, then he shall immediately replace the service line per Tampa Water Department (T.W.D.). Specifications from main to meter including curb stop, making all connections, and all appurtenant work required to restore service.

The Engineer shall determine which lines, if any, are to be replaced due to damage caused by the Contractor, and no separate payment shall be made therefor.

SP-52 Water Service Line Replacement

Any water service line that is not copper or polyethylene shall be replaced by the Contractor per Tampa Water Department (T.W.D.) Specifications from main to meter including curb stop. The Contractor shall be compensated for this work under the appropriate Contract Item.

All copper service lines, including those having a meter box which will remain in a driveway undisturbed by construction, shall remain in service and be protected in place by the Contractor.

If the Contractor desires to temporarily disconnect the service line due to construction methodology, he must submit a written request to the Engineer at least three (3) working days prior to the proposed disconnect. If approved, the service line shall be removed from main to meter including curb stop. The Contractor shall provide twenty-four (24) hour written notice to the consumer prior to the service interruption.

Some meter boxes may be designated to be relocated outside of a driveway if the driveway is disturbed by construction. If so, a new service line shall be installed per T.W.D. Specifications from main to meter including curb stop. Schedule 40 PVC pipe shall be used to reconnect the consumer at the existing point of connection. The PVC pipe shall be extended from the downstream side of the meter to the consumer's existing point of connection. The old service line shall be cut and plugged at the main.

Service lines falling within four (4) inches of the proposed base or subbase material shall be lowered in place.

Couplings shall not be used to achieve sufficient depth. If the required depth cannot be achieved without the use of couplings, a new service line shall be installed by the Contractor from main to meter as specified herein. The Contractor shall be compensated for this work under the appropriate Contract Item.

SP-53 Use of Site for Storage and Field Office

Space, on the site, for storage and field office for the Contractor shall be as directed by the Engineer. Any structures or facilities needed for storage or field office shall be constructed by the Contractor at his own expense and no separate payment will be made therefor. All security requirements for such facilities shall be provided and maintained by the Contractor.

Upon completion of the work, and as directed, the Contractor shall clean up the areas, remove any temporary facilities and finish grade as necessary, all as approved.

SP-54 Notice of Construction (Special Note for all FDOT Projects)

The Contractor shall provide a minimum of 48 hours notice to the Engineer prior to performing any work involving sanitary sewer facilities. In the event that the Contractor ceases operations for more than 3 consecutive working days, he shall again provide a minimum of 48 hours notice to the Engineer prior to performing any work involving sanitary sewer facilities.

SP-55 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-56 Project Photographs

The Contractor will not be required to furnish photographs of the project; however, the Engineer may or may not take photographs of the area immediately prior to and after completion of the construction for record and information. To assure that there will not be any conflict with this photography, the Contractor shall not perform clearing operations or action which will disturb any street or area within the project until the Engineer has been advised thereof and has had adequate opportunity to perform the desired photography.

SP-57 Project Videotaping

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

At the conclusion of installation of the stormwater system and before the installation of the sidewalk and roadway, Contractor will conduct a video inspection of the stormwater system and provide a DVD and written log of the inspection for review and approval of the Engineer. Video inspection shall comply with FDOT specification section 430-4.8.1. No additional payment will be made for this work.

SP-59 Storm Structure Inlet Elevations

For structures installed to match existing conditions, Contractor shall consider manhole top, grate inlet top and curb inlet throat elevations approximate and either verify the elevations before ordering precast structures or order structures at least six (6) inches lower than the grate or throat elevations and cast in place the remaining height to attain required elevations to match existing conditions. No additional payment will be made for this work.

SP-60 Sanitary and Storm Sewer Manhole Adjustment

The Contractor shall adjust all existing sanitary or storm sewer ring and cover manholes within area of pavement restoration or mill and overlay and directed by the Engineer, to match the proposed new roadway surface. All manhole lids shall be flush with finished grade or not more than one-half inch below finished grade.

All costs associated with manhole adjustment ring shall be included in a payment line item.

SP-61 Mobility As-Built – (please refer to Wastewater & Water Department for their As-built Requirements)
All As-Built information shall be annotated by a Florida Registered Professional Surveyor and Mapper on a separate layer of each AutoCAD drawing file of the construction plans as provided by the City. Annotation of the new drawing files shall be in accordance with City of Tampa Mobility Department drafting standards, as well as the Standards of Practice / Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Settings shall be as follows: Color: CYAN, Line Type: CONTINUOUS, Font: ROMANS, Layer Name: AS-BUILT, AutoCAD Menu Name: ACAD.MNU, and File Format: AUTOCAD latest version.

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

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

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

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

SP-62 Safety

A. Responsibility: Employees shall immediately report any unsafe work practice or unsafe condition to their supervisor(s). The Contractor is solely responsible for the safety of its workers, and shall comply with all applicable requirements [i.e.: 29 CFR 1910 -Occupational Safety and Health Standards, 29 CFR 1926 - Safety and Health Regulations for Construction, etc.] and industry safety standards while at the work site. The fact that City personnel may bring un-safe conditions to the attention of any member of the Contractor's work force does not relieve the Contractor of this responsibility.

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

The Contractor shall have a designated Safety Officer within its organization. At the Pre-Construction

meeting, the Contractor shall provide the name and contact information of the Safety Officer to the Engineer.

At the Pre-Construction meeting, the Contractor will be given pertinent safety related information, necessary forms and instructions (i.e.: AWTP Lockout/Tagout Procedures, AWTP Hot Work Permits, etc) that pertain to any work that might be utilized during the contract. The Contractor shall be responsible to disseminate that information to its employees and sub-contractors. Special care shall be taken by the Contractor to ensure that any new employee or sub-contractor to the work site shall be briefed on these safety instructions.

If warranted by the project and directed by the Engineer, the Contractor shall develop and implement a comprehensive health and safety plan for its employees that will cover all aspects of onsite construction operations and activities associated with the Contract. This plan must comply with all applicable health and safety regulations and any project specific requirements specified in the Contract.

B. Incident Reporting: All accidents that result in personal injury, illness or property damage shall be immediately reported and investigated, regardless of the extent of injury, illness or property damage. Employees must report accidents within one hour (or as soon as practical) from the time of occurrence to their immediate supervisor, who in turn will report it to the City's inspector. The City inspector will record the incident in the daily report and report it to the Risk Management Division (274-5708).

C. Air-Borne Debris: All personnel in proximity to drilling, sawing, sanding, scraping, spraying, power-washing or other work being done, either in enclosed spaces or in the open, that creates dust or air-borne debris shall wear eye protection [29 CFR 1910.133] and a respirator [29 CFR 1910.134].

D. Hot Work: All welding, soldering, brazing, acetylene cutting or any other work at the AWTP or any pump station that produces high temperatures shall require a AWTP "Hot Work Permit" and may require one or more fire watches. The number and location of fire watches (if any) shall be a condition of the Hot Work Permit. A current, portable, fully charged fire extinguisher shall be located with each person performing hot work and each fire watch. The Hot Work Permit shall be signed off by the appropriate personnel and maintained in the project file.

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

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

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

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

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

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

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

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

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

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

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

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

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

SP-104 Castings Identification

All casting covers, such as for inlets and manholes, shall bear the appropriate City of Tampa identification for storm sewers and for sanitary sewers, as shown on the Standard Drawings and directed by the Engineer.

SP-116 Tree Removal and/or Replacement

The Contractor shall remove and replace trees as identified on the plans and as directed by the Engineer. All tree removal and replacement activities shall be in compliance with the City of Tampa Municipal Code, Chapter 27-284,

https://library.municode.com/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH27ZOLADE_ARTVISURE_DIV4NARETRLAWEUPHA and the “City of Tampa’s Tree and Landscape Technical Manual” <https://www.tampa.gov/document/tree-and-landscape-technical-manual-10981> as amended, latest edition.

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

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

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

* * *

SPECIFIC PROVISIONS
Transportation

SPT-1.01 MOBILITY DEPARTMENT TRANSPORTATION DIVISION (TSS) TECHNICAL SPECIFICATIONS:

Division II & III of the Florida Department of Transportation Standard Specifications, FY 2025-26 Edition, with revisions provided in the Technical Specification Special Provisions.

The following hierarchy of the contract documents shall apply:

The TSS Technical Specifications shall govern, except as noted herein.

In the case of apparent conflict with the project plans, the Specific Provisions shall govern.

SPT-2.01 BID ITEMS:

It is the intent of these Contract Documents that any items of work and all costs for which compensation is not directly provided by a bid item but are incidental to various project items of work, shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be basis for rejection of its bid.

SPT-2.02 WORK DIRECTIVE CHANGE:

A Work Directive Change is a written directive to the Contractor, issued on or after the date of the execution of the Agreement, and signed by the Engineer on behalf of the City, ordering an addition, deletion or revision in the work, or responding to an emergency. A Work Directive Change will not change the contract price or the time for completion, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the contract price or the time of completion.

Without invalidating the Agreement, certain additions, deletions or revisions in the work may, at any time or from time to time, be authorized by a Change Order or a Work Directive Change. Upon receipt of any such document, the Contractor shall promptly proceed with the work involved.

SPT-2.03 LINES AND GRADES:

The General Provisions Section G-8.01 and G-8.02 are revised to read as follows:

G-8.01 General:

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

The Engineer will establish Bench Marks and baseline controlling points only.

G-8.02 Surveys:

The Contractor shall furnish and maintain, with no additional payment, stakes and other such material as may be required for setting reference marks; and shall, with no additional payment, establish all working or construction lines and grades as required from the reference marks set by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer, and shall be solely responsible for the accuracy thereof. The Contractor shall, however, be subject to the check and review of a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer the Engineer.

Pay items requiring survey information, such as embankment or excavation, shall be documented by of a Florida Registered Professional Surveyor and Mapper. In addition, plotted cross sections and quantity computations must be supplied and certified. All surveys shall be performed using electronic data collection for data acquisition. All drawings shall be submitted in the most current version of AutoCad being used by the COT department requiring the survey. All surveys must meet the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. All surveys must also meet any standards or specifications which may be included as part of the scope of contract.

SPT-2.04 REQUIREMENTS FOR CONTROL OF THE WORK:

Prior to the start of the work included in this contract, a Preconstruction Conference will be held by the Engineer to be attended by the Contractor and representatives of the various utilities and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project. The Contractor shall be prepared for this meeting and shall present a comprehensive construction schedule for all items of work to be accomplished, which will be used as the basis for the development of an overall operational schedule and a list of subcontractors and material suppliers to be used on this work.

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

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

Access to adjacent residential, public and commercial properties shall be provided at all times during the contract period.

The Contractor shall restore to its previous condition as directed by the Engineer any private property, City property, or utilities damaged by its construction. No payment shall be made to the Contractor for any required restoration of private property, City property or utilities, unless otherwise noted.

SPT-2.05 REFERENCE STAKES:

Add the following paragraph to General Provision Section G-8.03:

The Contractor shall, with no additional payment, furnish and install reference stakes at all even and half-stations along the project survey baseline.

These stakes shall be maintained for the duration of construction for the purpose of the Engineer's reference.

SPT-2.06 CONTRACTOR'S WEEKLY SCHEDULE:

In order that the Contract Administration personnel may be advised of the work to be performed, the Contractor may be required to submit weekly to the Engineer of its designated representative a schedule indicating the proposed work plan for the forthcoming week. Such shall be delivered to DT&SS not later than Friday preceding the work plan week unless other arrangements have been made for this submittal.

SPT-2.07 MONTHLY CONSTRUCTION ESTIMATES AND RELEASE OF LIEN:

The Contractor shall prepare on or about the first day of each month an estimate of the work completed in the preceding month. Said estimate shall be prepared on standard forms provided by the Engineer, and three (3) signed originals shall be provided by the Contractor. Any disputed quantities shall be adjusted as directed by the Engineer prior to each partial payment, as provided for in Article 10.05 of the Agreement.

Certification that all subcontractors have been paid for the previous month's work shall be submitted with each partial payment request on forms provided by the Engineer.

An update of the overall project schedule shall be submitted with each partial payment request.

SPT-2.08 CONTRACTOR'S REPRESENTATIVE:

Add to Article 8.02 of the Agreement:

"The Contractor shall submit in writing to the Construction Engineer the name of its duly authorized representative who will be present on the job during all work activities and is authorized to make decisions for the Contractor. Any change in the contractor's representative shall require written notification to the Construction Engineer prior to such change".

SPT-2.09 NOTICE AND SERVICE THEREOF:

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

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the Contractor's representative at the construction site or to the office of the Contractor specified in the bid (or to such other offices as the Contractor may, from time to time, designate to the City in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

All notices required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Engineer, 3806 E. 26th Avenue, Tampa, Florida 33605, and any notice to or demand upon the City shall be sufficiently in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Engineer or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor or to its representative at the construction site for such purposes.

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

SPT-2.10 CONTRACTOR'S FIELD OFFICE:

The Contractor will not be required to provide a Contractor's field office.

The Contractor, however, shall have Contract Documents, the latest approved working drawings, standard drawings and a representative of the Contractor available at the site during regular working days.

SPT-2.11 ENGINEERING'S FIELD OFFICE:

An Engineering field office shall not be required for this project.

A functional, portable cellular telephone and separate lockable sanitary facilities shall be provided to the Engineer for use throughout the duration of the project.

All costs associated with the cellular telephone (local calls only) and sanitary facilities shall be borne by the Contractor. No separate payment shall be made for these services.

SPT-2.12 DAMAGE TO ADJACENT STREETS:

Any streets (including detour routes) consisting of travel lanes, curbs, gutters and shoulders, outside the project area (not designated for construction), which are determined by the Engineer to have been damaged due to negligent construction related operations and/or equipment, shall be restored by the Contractor to its original or better condition without any cost to the City and to the satisfaction of the Engineer.

SPT-2.13 PROJECT PHOTOGRAPHS:

The Contractor will not be required to furnish photographs of the project; however, the Engineer may or may not take photographs of the area immediately prior to and after completion of the construction for record and information. To assure that there will not be any conflict with this photography, the Contractor shall not perform clearing operations or actions which will disturb any street or area within the project until the Engineer has been advised thereof and has had adequate opportunity to perform the desired photography.

SPT-2.14 PRECONSTRUCTION VIDEO:

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

The costs associated with preparing the project's preconstruction video shall be included in the contract price for Mobilization.

SPT-2.15 PROJECT CLEAN-UP:

Clean-up on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean with debris being removed regularly as the work progresses.

If project cleanliness and/or dust control reaches an unacceptable level in the opinion of the Engineer, the Engineer will notify the Contractor in writing. If the Contractor does not act to correct the situation within 4 hours in the case of dust control or within 24 hours in the case of general cleanliness, the Engineer may call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Contractor via contract change order.

SPT-2.16 CITY PERMITS:

The Contractor shall be responsible for obtaining all applicable City permits for this project. These can include but may not be limited to: Right-of-way permit(s), tree removal/site clearing permit(s), and drainage/earthwork permit(s). The Contractor shall supply any required plans or other information to the issuing department.

The time required to prepare, submit, review, and issue the permits shall be included in the contract time and no payment shall be made for any delay incurred by this process.

Cost for obtaining City permits shall be included in the lump sum cost for mobilization (Item No. 101-1), and no separate payment shall be made. Right-of-way permit fee shall be waived by the City.

All subcontractors working on the project shall obtain their own, separate permits as above.

SPT-2.17 AS-BUILT PLANS:

The Contractor shall provide the Engineer with "As-Built" plans, as follows:

1. All As-Built information shall be annotated by a Florida Registered Professional Surveyor and Mapper on a separate layer of each AutoCAD drawing file as provided on a disk by the City. Annotation of the new drawing files shall be in accordance with City of Tampa TSS drafting standards, as well as the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Settings shall be as follows: Color: CYAN, Linetype: CONTINUOUS, Font: ROMANS, Layer Name: AS- BUILT, AutoCAD Menu Name: ACAD.MNU, and File Format: AUTOCAD latest version.
2. All surveys shall be completed and certified by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Contractor, and shall be in accordance with the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Survey data shall be submitted as an electronic data file in AutoCad latest version. The Contractor shall also include as supporting data the ASCII files of digital raw survey data, closure reports, adjustment reports, and/or copies of any hand written field notes or sketches.
3. "As-Built", or "Record", surveys, as may be required by contract, or agreement, shall consist of survey data collected on all constructed improvements, so they may be compared to and contrasted with the design plans and/or construction drawings. The annotated disk shall delineate all changes and deviations to the planned improvements within the project limits, to include, but not be limited to, pavement, curb & gutter, sidewalk, driveways, inlets, manholes, all piping, inverts, ditches, ponds, valves, hydrants, water meters, signalization, hand holes, signing & pavement marking, landscaping, and irrigation. All changes and deviations shall be delineated by Station-Offset and vertical alignment values and shall be clearly shown on the drawing files.
3. The Contractor shall comply with the above requirements and shall submit one check print set of the plans at the same scale as the construction plans, and all the supporting survey data files, to the Engineer for review within three weeks of substantial completion of the project. Final payment for the project shall not be made until the As-Built information is received for review, any corrections are made, and approval granted by the Engineer. Upon approval, the Contractor shall provide the final As-Built drawings on the disk, at the same scale as the construction plans. These files shall be AutoCad Drawings or AutoCad Design Web Format and Adobe PDF

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

SPT-3.01 STREET CLOSURE AND MAINTENANCE OF TRAFFIC:

A City of Tampa permit for construction and maintenance operations within public Rights of Way will be required for every street, lane, or sidewalk closure within City of Tampa Rights of Way.

These permits will establish the minimum requirements for the closure related to number of lanes and/or time of day lanes or street may be closed above what is shown in the plans. The Contractor shall adhere to the requirements as described in the permit(s).

The Contractor shall furnish and maintain all necessary signs, pavement markings, barricades, lights, and flagmen necessary to control all vehicular and pedestrian traffic and provide for safety of the public, all in compliance with the current Florida Department of Transportation Roadway and Traffic Design Standards and the FHWA Manual on Uniform Traffic Control Devices.

The Contractor shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

In cases of closure for street, lane, or sidewalk on the City of Tampa Functionally Classified Network (collectors, minor arterials, and principal arterials), including all State Roads, the Contractor shall provide a maintenance of traffic plan to the City of Tampa, Transportation Division. This plan shall be provided at least seventy-two hours in advance of the closure (excluding weekends) and shall contain the following:

1. Proposed detour routes.
2. Signing of the complete construction area and detour routes.

Advance notice information signs advising the public of scheduled closure of major roadways and/or information signs advising the public of points of closure and detour routes may be required by the Engineer and will be installed at the Contractor's expense.

Payment shall be full compensation for all work, equipment, materials, tools, labor and any incidentals required to maintain safe traffic routes past the work site.

Payment shall be made under

Item No. 102-1 Maintenance of Traffic L.S.

SPT-3.02 TRAFFIC INFORMATION SIGNS:

The Contractor's attention is directed to Section 10 of the General Provisions, PROTECTION OF WORK AND PUBLIC, and to the consideration therein for providing informative signs indicating the street closures. It is the purpose of such requirements to adequately inform residents and the general public of the closure thereby creating better understanding and relations during the construction.

Street closure signs shall conform to the configuration and dimensions shown on page SIGN-2 which is hereby made part of these specifications.

SPT-3.03 PROJECT SIGN:

The Contractor shall furnish 2 project sign(s) which shall conform to the general configuration and dimensions as per page SIGN-1 which is made a part of these specifications. The sign(s) shall be maintained in good condition until the completion of the project, and shall be located as instructed by the Construction Engineer.

The cost of furnishing and maintaining the signs shall be included in the various contract items and no additional compensation shall be made.

SPT-3.04 TEMPORARY SIGNALIZATION:

The Contractor shall furnish all labor, materials and equipment required to provide and maintain operation of temporary signalization during all phases of construction until permanent signalization is installed and functioning properly. If a temporary communications interconnect is required, this will be stated on the signal plans.

The work includes all excavation, backfill, sheeting, shoring, bracing; installation of wood sigla poles, guy wiring, signal heads and connecting hardware, span wire, messenger wire, signal cable, electrical service, wire and service attachment, controller and pole mounted cabinet; relocation of signal equipment during construction phasing; and all other work and hardware incidental to providing and maintaining the operation of temporary signalization.

SPT-3.05 NIGHT WORK:

If the Contractor wishes to perform night work, he shall notify the Engineer 72 hours in advance and all night work shall be performed in accordance with the following requirements:

During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft-cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.

Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by the Engineer.

Submit a lighting plan at the Preconstruction Conference for review and acceptance by the Engineer. Submit the plan on standard size plan sheets (not larger than 24 by 36 inch), and on a scale of either 100 or 50 feet to 1 inch. Do not start night work prior to the Engineer's acceptance of the lighting plan.

During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities. Include compensation for lighting for night work in the Contract prices for the various items of the Contract. Take ownership of all lighting equipment for night work.

No additional payment shall be made for night work required by the project plans or specifications.

SPT-3.06 TEMPORARY TRAFFIC STRIPING: - Not Applicable

SPT-4.01 DENSITY REQUIREMENTS:

The subgrade, subbase and base densities shall be 98% of the Modified Proctor for all vehicular travel ways. The density requirements for asphaltic concrete and soil cement shall be 96% of the Laboratory Standard Proctor. All other locations shall attain densities of 98% of the Modified Proctor.

SPT-4.02 STABILIZATION:

Type "B" stabilization, 12" thick shall obtain a minimum Limerock Bearing Ratio (LBR) of 40.

SPT-4.03 SOIL BORING INFORMATION: - Not Applicable

SPT-4.04 TEMPORARY STOCKPILING:

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

Public Right of Way

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

Location other than Public Right-of-Way

- b. The Contractor shall:

1. Obtain the permission (in writing) from the owner of the property where stockpiling is desired.
2. At its own expense present the above letter and a contour plan of the site to the DT&SS Construction Engineer for approval of stockpiling site.
3. At the conclusion of the stockpiling activity, the Contractor shall obtain a signed letter of release from the property owner that he/she is completely satisfied with the stockpiling operation and with the restoration of their property. A copy of the letter shall be furnished to the Engineer.

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

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

The City of Tampa shall not be a party to any agreement between the Contractor and private property owner(s).

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

SPT-4.05 DEWATERING:

Any dewatering related to this project will not be a separate bid item. The cost shall be included in the price of the facility being installed at that location and/or any related pay items.

SPT-4.06 COMPACTION OF SUITABLE CLAY FILL MATERIAL:

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

SPT-5.01 UTILITY PROTECTION CONSIDERATIONS:

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

The Contractor shall make every effort to protect all water mains. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Water Department Specifications and Construction Standards, latest, edition, at no extra cost to the City, and he shall assure that service is maintained at all times.

The Contractor shall make every effort to protect all sanitary sewer lines. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Department of Sanitary Sewer Specifications and Construction Standards, latest edition, at no extra cost to the City.

It will be the Contractor's responsibility to preserve all existing sanitary sewer services without interruption during the construction of storm sewers or the repairs or reconstruction of sanitary sewers.

When the construction of storm sewers, repair or reconstruction of sanitary sewers has been completed, all temporary connections shall be removed. Sewers shall be cleaned of all settled solids.

The cost of handling sanitary sewers during construction, including cost of all labor, materials, and equipment or other items incidental to completing the job, shall be included in the contract price as bid for the contract items and no separate payment shall be made.

It will be the Contractors responsibility to preserve all existing ditches, swales, force main, gravity main, laterals, etc., and other stormwater appurtenances and facilities pertaining thereto whether owned or controlled by City, other governmental bodies or privately owned by individuals, firms or corporations.

Any temporary measures constructed shall first be approved by the Engineer. The cost of such temporary measures shall be included in the contract price bid for storm sewer items and no separate payment shall be made.

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

Compensation for steel sheeting and shoring furnished, installed and removed shall be paid for as extra work in accordance with Article 7.02, EXTRA WORK, on Page A-18 of the Tampa Agreement when approved for use by the Engineer. Such approval shall be for its use only, and the Contractor shall have full responsibility for the design, installation, and removal of the sheeting and shoring. The Contractor shall obtain the services of a registered Professional Engineer to design and certify the sheeting and shoring plans.

SPT-5.02 ADJUSTMENT OF UTILITIES AND PUBLIC SERVICE INSTALLATIONS:

Storm and sanitary sewer manhole covers, valve covers or boxes, water meter boxes, and vaults located within the limits of construction of the pavement or sidewalk area to be constructed, reconstructed or overlaid shall be relocated or adjusted by the Contractor to conform with the new pavement or sidewalk elevation as a part of the work of constructing or reconstructing the pavement or sidewalk and no separate payment will be provided therefor.

Appurtenances of other utilities will be relocated or adjusted by the utility company owning or having jurisdiction over the respective utility.

SPT-5.03 REMOVAL OR ADJUSTMENT OF PUBLIC UTILITIES:

The Contractor will make necessary arrangements with public utility owners, including the City of Tampa Water and Sanitary Sewers, for removal or adjustments of existing utilities, whether shown or not shown on the plans, where such removal or adjustment is determined by the Engineer to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor.

Relocations or adjustments requested by the Contractor on the basis of the use of a particular method of construction or a particular type of equipment shall not be considered as being essential to the construction of the project if other commonly used methods or equipment could be employed without the necessity of relocating or adjusting the utility. The Engineer will determine the responsibility for any such adjustment of utilities.

Relocations or adjustments requested for the Contractor's convenience or because of delivery of materials to the job site shall be the responsibility of and at the expense of the Contractor.

The Contractor shall be required to coordinate its activities with relocation work by the utilities. A schedule for relocation work will be presented to the Contractor at the pre-construction conference. This schedule may be adjusted to "fit" the Contractor's proposed schedule, but it will include periods during which the Contractor's ability to perform work in the relocation area will be limited, with no additional compensation.

SPT-6.01 USE OF CITY WATER SYSTEM:

The Contractor shall be responsible for obtaining and paying for a Tampa Water Department portable meter that shall be utilized when obtaining water from the City system. These costs shall be included in the various contract items and no additional compensation shall be made.

SPT-6.02 WATER MAIN CONSTRUCTION AND/OR OFFSET: - Not Applicable

SPT-6.03 WATER SERVICE CONNECTIONS: - Not Applicable

SPT-7.01 SANITARY SEWER CONSTRUCTION: - Not Applicable

SPT-7.02 SANITARY SEWER HOUSE LATERAL EXTENSION: - Not Applicable

SPT-8.01 FILLING LOW AREAS WITHIN CITY LIMITS:

The Contractor under Sec. 21-27 (Permit Requirements) of the City of Tampa Code is prohibited from filling any area public or private (except where shown on the construction plans) within the project limits or any where within the City limits without a permit.

For filling and/or grading any area, the owner of such area shall obtain a permit from the Stormwater Management Division, Department of Sanitary Sewers, City of Tampa. The owner shall submit existing and proposed contour plans of the area to be filled and the adjacent land for determination if a permit could be issued. Drainage patterns can not be altered to the detriment of neighboring property owners or public rights-of-way.

Concurrently the permit application will be reviewed by the Parks Department.

The Contractor shall not deposit any fill material within the City limits without an approved permit. A copy of the permit shall be submitted to the Engineer, by the Contractor prior to any filling or grading operation.

SPT-8.02 ENVIRONMENTAL PROTECTION:

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

SPT-8.03 CONFLICT STRUCTURE: - Not Applicable

SPT-8.04 REINFORCED CONCRETE PIPE/BOX:

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

Each pipe/box shall bear the stamp of acceptance of the testing laboratory and the Engineer shall be supplied with a copy of each inspection report, including a certification of "D-load", absorption test and conformance to the

dimensional and all other designations of ASTM specifications. The cost of such inspection services shall be included in the unit prices for the respective pipe/box items.

Unless specified otherwise on plans, or directed by the Engineer, all storm sewer and culvert pipes shall be ASTM Class III, B wall thickness. All steel shall be grade 60.

All joints in elliptical concrete pipe and round R.C.P. shall be provided with filter fabric or concrete jacket as per F.D.O.T. Standard Plans No. 430-001 and as directed by the Engineer. Filter fabric shall be provided at all joints, except the last two joints not supported by a structure; these joints shall be provided with a concrete collar.

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

All round and elliptical reinforced concrete pipe and all pre-cast concrete box sections shall be manufactured and installed without lift holes. The Contractor shall install the pipe/box with the use of slings, hooks or other methods approved by the Engineer.

All round and elliptical reinforced concrete pipe shall be manufactured without visible corrugations on the internal wall. Any pipe with visible corrugations on the internal wall shall be rejected.

SPT-8.05 CONSTRUCTION OF PAVED SUMP BETWEEN INLET AND EDGE OF PAVEMENT:

Whenever the plans indicate construction of a modified inlet, the Contractor shall construct a standard curb inlet with a concrete apron as shown in the details, the addition of the concrete apron being the only distinction between a standard inlet and a modified inlet.

If the edge of the concrete apron will be located immediately adjacent to the edge of existing asphalt pavement, and that pavement is not to be repaired or replaced as part of the construction, the Contractor shall saw cut the asphalt pavement to provide a neat clean edge and the concrete apron shall use that edge as part of the form.

If the edge of the concrete apron does not touch the edge of existing pavement, the Contractor shall construct a transitional apron, with 3:1 mitered edges, to connect the edge of the concrete apron to the edge of pavement. This transitional apron shall be constructed of the same material composition as the existing pavement.

All costs to construct the required concrete apron and any required transitional apron shall be included in the contract bid item of that modified inlet and no additional payment shall be made.

Wherever the plans indicate an inlet, either curb or grating type, to be placed outside the edge of existing pavement or curb limit so as to be in proper position for future street widening, the Contractor will be required to construct a paved sump between the edge of such existing pavement and inlet opening. The type of pavement for such sump areas shall be similar and equal to that of the adjacent roadway to which it is connected. Payment shall be made under the applicable items for street replacement.

SPT-8.06 DRAINAGE STRUCTURES:

1. All inlets and manholes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:

- a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12"+ from top of pipe to bottom of top slab, before "stack" is used.
- b. The minimum diameter for stacks shall be as follows:

Twenty-four inches (24") for four feet (4') heights, Thirty-six inches (36") for four feet (4') to six feet (6') heights, and Forty-eight inches (48") for heights over six feet (6').

The stacks shall be symmetrical about the openings, five inches (5") minimum wall thickness, reinforced, and keyed (unless constructed of brick) as per the appropriate FDOT standard.

- c. The minimum distance between pipe openings shall be nine inches (9").
- d. For four-sided structures having openings in one or more corners, individual shop drawings must be submitted for prior approval.

2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct rectangular brick drainage structures (in place of concrete drainage structures), according to the standards specified below:

Brick construction shall be as follows:

- a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.
- b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.
- c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.
- d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).
- e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.
- f. All brick structures shall be plastered smooth inside and outside with 1/2" thick, 1:2 (Portland cement-sand) mortar.
- g. No "unsound" brick shall be used. As a test, if a light hammer blow, with the brick held lightly in hand, does not produce a uniform crisp ringing sound, the brick shall be construed to have crack(s), or otherwise unsound and shall be rejected.
- h. All bricks shall be solid clay.

3. No additional compensation shall be paid for brick structures.

4. For all types of manholes, the top and bottom slabs shall be as per applicable D.O.T. standards, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:

- a. Top and bottom slabs shall have the same thicknesses and reinforcements in any manhole structure.
- b. The minimum slab thickness and reinforcement shall be: 8" thick and #6 bars at 6" centers both ways.
- c. 4'x6' or larger manholes including circular manholes with inside diameter of 5.0' or larger shall have 10" thick slabs with #7 bars at 6" centers both ways.

- d. Unless specified on the plans, four sided structures with both inside dimensions in excess of 8.0' and circular structures with inside diameter in excess of 8.0' shall not be covered by D.O.T. and the above criteria.
- 5. All grate inlets shall conform to the City of Tampa design standards.
- 6. Grates on inlets, as well as all other structures, shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
- 7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.
- 8. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.

- 9. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu of D.O.T. Type 5 and 6 curb inlets and vice-versa without additional cost to the City. P-5 and P-6 inlets shall have 3'-6" x 3'-6" substructures unless oversize pipe is to be accommodated or otherwise directed by the Engineer.

Side openings in curb and grate type inlets may be specified in the plans to meet site conditions. The Contractor shall provide such opening without any additional cost.

- 10. When precast drainage structures are requested as substitutions for poured in place concrete structures, Contractor shall meet the following additional requirements:
 - a. Minimum height of the base structure (manhole or inlet barrel) unless restricted by design, shall be 5'-0" before extending the structure height by another precast "barrel". The minimum height of the top (extension) precast "barrel" shall be 1'-6". "Barrel" extensions of less than 1'-6" height shall be cast in place with continuous reinforcement.
 - b. Four-side structures may be considered as an alternate to circular structures, but not the reverse.
 - c. For City type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use 3'x4' (inside dimensions) substructures. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
 - d. When circular structures are precast in accordance with ASTM C478, the following limitations will apply:
 - (i) Maximum inside diameter shall not exceed 96".
 - (ii) Minimum wall thickness for 42" and 48" diameter substructures shall be 6"; 7" for 72" diameter, 8" for 84" and 96" diameters.
 - (iii) Vertical reinforcement in walls shall be equal in area to the required circumferential reinforcement area. Reinforcement spacing shall not exceed 12" O.C. in either direction.
 - e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.
 - f. Contractor shall submit shop drawings only as specified below:

- (i) One each-typical for different type of structures.
- (ii) For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.

g. No compensation shall be paid to the Contractor for precast drainage structures which are unusable due to site conditions or changes in plans.

h. Provide material testing acceptance reports by a licensed private laboratory verifying:

- (i) That the structures were constructed in accordance with detail shown on the plans and/or typical Drawings.
- (ii) Specific reference shall be made to the exact design criteria adhered to; if more than one, identify which criteria applies to which structures.
- (iii) Identify the project title, project number, file number, date cast, structure, plan sheet number and station.
- (iv) Reinforcement size, spacing, amount and cover.
- (v) Concrete placement, curing and strength.
- (vi) The testing laboratory stamp shall be placed on each structure prior to shipment.

11. All manhole and inlet structures shall be set on a minimum of a six inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the plans or specifications or unless the Engineer determines a thicker layer is required due to soil and/or water conditions.

Payment for the six inch thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be from the Selected Bedding Material (Stone) pay item, if available, or as extra work.

SPT-8.07 RIP-RAP:

Bags made from synthetic fiber or material shall not be used for sand-cement rip-rap. The preferred bag material is jute.

Filter fabric shall be placed behind (adjacent to the soil) wherever rip-rap is placed.

SPT-8.08 STANDARD FOR FILTER FABRIC:

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

SPT-8.09 CONNECTION TO EXISTING INLET OR MANHOLE:

The Contractor shall furnish all labor, equipment and materials required to connect the proposed pipeline into existing inlet or manhole as shown on the Plans, specified and directed by the Engineer.

The work includes all excavation, dewatering, breaking into the existing structure, closing of the existing slot, removal and disposal of rubble and excess materials, installation of storm sewer pipe, sealing the voids around the pipe, backfilling, compacting, and all other work incidental to connection to existing inlet or manhole.

SPT-8.10 EROSION CONTROL PLAN:

In addition to the requirements of Section 104, the Contractor shall be required to submit an erosion control plan to the Engineer at the time of the preconstruction conference. The erosion control plan shall indicate in detail all measures proposed by the Contractor to meet its erosion control obligations, including all items required to meet permitting conditions for the project. Any phasing of the erosion control plan shall also be shown.

The cost of providing, revising and updating the erosion control plan shall be included in the unit costs of the various contract items and no separate payment shall be made.

SPT-8.11 CONCRETE STRUCTURES AND CONCRETE BOX CULVERTS: - Not Applicable

SPT-8.12 DRAINAGE STRUCTURE AND PIPE BEDDING:

The contractor shall furnish and install a two-foot thick foundation rock bed consisting of #57 FDOT stone under all stormwater inlets, manholes, and mitered end sections installed under this project. Foundation rock shall be fully wrapped with filter fabric.

The contractor shall furnish and install pipe bedding consisting of #57 FDOT stone or other crushed stone material as approved by the Engineer under all stormwater pipes 30 inches in diameter or greater and under all equivalently sized elliptical stormwater pipes. Bedding material shall extend below and beside the pipe as shown on the plans if applicable. Bedding material shall be fully wrapped with filter fabric.

Payment shall be full compensation for all materials, equipment, labor, and any incidentals necessary for placement of the foundation rock and/or pipe bedding. Payment for the furnishing and installation of filter fabric shall be included in the unit price bid for bedding material.

SPT-9.01 EXISTING SIDEWALKS, DRIVEWAYS AND PARKING AREAS:

The Contractor shall meet existing sidewalks, driveways and parking areas (concrete or asphalt) when possible with the proposed street replacement. At locations where existing sidewalks and driveways are not at the same elevations as the new grades, the Contractor may be required to reconstruct a portion of the sidewalk or driveway as directed by the Engineer. (When existing driveway is of asphalt type, a base of 6" thickness shall be constructed with a 1" thick asphaltic concrete surface course.)

Payment will be as per the applicable contract unit bid prices for concrete sidewalk 4", concrete driveway 6", 6" base, and asphaltic surface course. There will be no payment if existing sidewalks or driveways must be reconstructed due to negligence of the Contractor.

SPT-9.02 PRIME/TACK COAT:

The bid unit prices for Asphaltic Concrete shall include the bituminous material for prime/tack coat.

SPT-9.03 PAVEMENT REPLACEMENT AND TOTAL RESTORATION: - Not Applicable

SPT-9.04 CONCRETE CURB OR CURB-AND-GUTTER:

Expansion joints in concrete curb or curb-and-gutter shall be placed at all inlets, radius points, horizontal and vertical points of intersection (P.I.'s), and as otherwise directed by the Engineer. They shall be located at intervals of 100 feet between other expansion joints or ends of a run.

SPT-9.05 ASPHALT LEVELING COURSE:

The Contractor shall provide Superpave Asphaltic Concrete Leveling as directed by the Engineer. This item shall be used on an as-needed or contingency bases, and shall be furnished and installed by the Contractor at a unit price per ton.

SPT-9.06 PAVEMENT MIX DESIGNS:

The Contractor shall submit to the Engineer a mix design which has been approved by the FDOT within the previous twelve months, and which has been assigned and FDOT Quality Assurance Number, for each type of asphaltic pavement to be used on the project. The Engineer may, at its discretion, approve mix designed not meeting the above stipulations.

SPT-9.07 USE OF RECLAIMED ASPHALT: - Not Applicable

SPT-9.09 PEDESTRIAN RAMPS WITH DETECTABLE WARNINGS

All pedestrian ramps constructed in new sidewalk under Section 522 of the FDOT Technical Specifications shall comply with F.D.O.T. Standard Plans No. 522-002 and 522-001, except that Detectable Warning Strips, a.k.a., domes, for District Seven Construction and Maintenance should be per the FDOT Approved Product List, Specification Number 527 and attached to the concrete with bolt/screw. For detectable warnings, use contrasting color, black, yellow or red only. Payment for pedestrian ramps shall be included in the sidewalk concrete pay item. Detectable warnings have a separate pay item.

SPT-10.01 GRASSING AND/OR SODDING:

Lawn road shoulders, and all areas that do not have well established grass at the time of construction and are disturbed during construction may be grassed, as directed by the Engineer. All areas shall be properly prepared by removal of construction debris and rocks, and soil preparation and fertilization or placement of topsoil as directed by the Engineer. Lawn, road shoulders, and other locations where construction shall occur that are well maintained and show healthy grass at the time of construction, or where otherwise directed by the Engineer, shall be sodded with either Pensacola or Argentine Bahia Type or St. Augustine type sod as applicable.

SPT-10.02 TREE REMOVAL: - Not Applicable

SPT-10.03 LIVE OAK TREES: - Not Applicable

SPT-10.04 ROOT PRUNING: - Not Applicable

SPT-10.05 TRANSPLANTING TREES: - Not Applicable

SPT-10.06 RESTORATION OF LANDSCAPING WITHIN RIGHT-OF-WAY:

The Contractor shall remove any shrubbery, trees less than 5 inches in diameter, other landscaping, walkways, planters, other landscaping, and irrigation systems which are in conflict with the proposed construction. These items shall be restored, relocated, and/or reconstructed as shown in the plans or as directed by the Engineer.

Cost of removing, restoring, relocating, and reconstructing the above items shall be included in the lump sum price for Clearing and Grubbing, and no separate payment shall be made.

SPT-10.07 TREE PROTECTION:

Tree barricades shall be constructed and maintained at trees indicated on the plans as "to be protected" and/or as directed by the Engineer. Generally, barricades are to be placed ten (10) feet from the trunk of each protected tree.

Barricades shall be constructed of commercially available pine lumber, as follows: Vertical members shall be 2" x 2" or larger, generally spaced twelve (12) feet apart. Horizontal members shall consist of one (1) 1" x 2" board.

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

Payment for tree protection and tree cutting or trimming shall be included in the lump sum price bid for mobilization and/or clearing and grubbing and no separate payment shall be made.

SPT-10.09 TREE TRIMMING:

In addition to Tree Trimming required in the FDOT Standard Specification Section 110, the Contractor shall trim tree limbs and shrubbery to a height of 8 feet above sidewalks and to the right-of-way in the project area, and as directed by the Engineer.

Cost of trimming and disposal of these items shall be included in the lump sum price for Clearing and Grubbing, and no separate payment shall be made.

SPT-11.02 USE OF EXPLOSIVES: - Not Applicable

SPT-11.03 EXISTING PUBLIC FACILITIES:

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

SPT-11.04 METAL PRODUCTS: - Not Applicable

SPT-11.05 WATER FOR DUST CONTROL: - Not Applicable

SPT-11.09 CONCRETE BLOCK RETAINING WALLS WITH CONCRETE FOOTING: - Not Applicable

SPT-11.10 MAILBOX RELOCATION:

All mailboxes within the limits of construction shall be removed and reset or relocated to allow access for mail delivery as directed by the Engineer. Cost of this activity shall be included in the cost of the various contract items and no separate payment shall be made.

SPT-11.11 SIGNALIZATION CONDUIT:

Payment for "Conduit Under Pavement" shall be made for any conduit placed in an area outside the limits of clearing and grubbing and which requires pavement removal and restoration, whether the pavement is flexible or rigid. Payment for backfill, compaction, and pavement restoration shall be included in the unit price for Conduit Under Pavement, and no separate payment shall be made.

Payment for "Conduit Underground" shall be made for any conduit placed in an area which does not require pavement restoration, or which is within the limits of clearing and grubbing. Payment for backfill, compaction, and

non-pavement surface restoration shall be included in the unit price for Conduit Directional Bore, and no separate payment shall be made.

Any conduit described as "Additional Conduit" shall refer to conduit placed in the same trench as other conduit whether it is "Under Pavement" or "Underground".

SPT-11.12 RESTORATION OF MONUMENTATION:

The Contractor shall, with no additional payment, re-establish any permanent survey or mapping monumentation which is disturbed or destroyed in the course of the construction project.

SPT-11.13 INSTALLATION OF SIGNALIZATION POLES AND MAST ARMS: - Not Applicable

SPT-11.14 SIGNALIZATION CONTROLLER AND CABINET: - Not Applicable

SPT-11.15 VEHICULAR TRAFFIC SIGNAL ASSEMBLIES: - Not Applicable

SPT-11.16 CONTINGENCY ALLOWANCE:

Payment from the City Contingency Allowance shall be made only at the direction of the Engineer under:

Item No. 0999 25 Contingency Allowance L.S.

CONTRACT PAY ITEMS

C1.00 - Contingency

The Contractor shall include a \$225,000 contingency sum (Project 1 – Clark and Fairoaks \$25,000, Project 2 - Annona and 17th Street \$40,000 and Project 3A/3B – Woodmere and Lois \$160,000), 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 \$225,000 contingency sum is an upset limit. Any amount of the contingency shall be paid only after negotiations.

Contingency funds shall be disbursed at the discretion of the Engineer. No contingency funds shall be disbursed if there are no contingent items.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
100	CONTINGENCY	NTE

C1.01 - Mobilization

The Contractor shall furnish all equipment, labor, and materials necessary to mobilize his forces as necessary to perform all the work under this Contract.

Work under this section includes bonding and insurance; transportation, and otherwise movement of all personnel, equipment, supplies, materials and incidentals to the project site; safety equipment and first aid supplies, sanitary and other facilities; and all other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, to be constructed under this Contract as shown on the Plans and directed by the Engineer.

Payment for Mobilization will be made at a (LS) lump sum price. The mobilization cost shall include all three projects but will be billed per project.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
101	MOBILIZATION	LS

C1.02 – Maintenance of Traffic

The Contractor shall furnish all materials, equipment, and labor to establish and maintain all traffic maintenance devices and personnel as shown on the Plans, specified, and directed by the Engineer.

The work includes installation of all signs, video and photographic preconstruction pictures, structural testing, barricades, lights and flagmen, additional earth excavation, selected fill, temporary wearing surface, temporary bridges, temporary ADA paths, roadway closures and requirements, as-built survey and all appurtenant work complete in place as necessary to control traffic and provide for safety to the public, all in compliance with the Manual on Uniform Traffic Control Devices, "MUTCD," with subsequent revisions and additions, and to the satisfaction of the Engineer. MOT direction shall conform to project Plans and Specific Provisions. The Contractor shall provide metal walkways for pedestrian access from on-street parking to residential homes during street closures.

The Contractor will be required to have a licensed Professional Engineer sign and seal a Maintenance of Traffic Plan to be submitted to the City's Right-of-Way Department for permit.

Payment for Maintenance of Traffic will be made at a (LS) lump sum price. The maintenance of Traffic will include all three projects but will be billed per project.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
102	MAINTENANCE OF TRAFFIC	LS

C1.04 - SILT FENCE AND EROSION CONTROL

The Contractor shall furnish all materials, equipment, and labor to establish and maintain all sediment barriers as shown on the Plans, specified, and directed by the Engineer.

Work in this Contract Item includes, but is not limited to, synthetic bales, staked silt fence, and turbidity barrier as specified on the Plans or directed by the Engineer. The sediment barriers shall conform to the latest version of the FDOT Standard Specifications – Workmanship and Materials Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution.

Payment for Sediment Barriers will be made at the Contract Linear Foot (LF) Price.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
104	FLOATING SILT SCREEN	LF
104.1	CURB INLET PROTECTION	EA

C1.05 – ROOT PRUNING AND TREE REMOVAL

The Contractor shall furnish and install all labor, materials, services, permitting, public noticing, equipment and appurtenances to remove existing grand trees and non-grand trees within the limits of construction as shown in the Contract Drawings for removal and properly dispose of material off site. The contractor will also be responsible for tree fund payments in accordance with the City of Tampa as calculated in the contract drawings according to the trees removed.

The Contractor shall furnish and install all labor, materials, services, permitting, public noticing, equipment and appurtenances to prune trees and tree roots of both grand trees and non-grand trees within the limits of construction as shown in the Contract Drawings and properly dispose of material off site.

The work includes, but is not limited to, the following: removal of stumps and brush, pruning of trees and brush, prune the roots of trees and the removal of any undesirable material within the limits of construction as shown in the Contract Drawings. All pruning of trees and roots must be done under the direction of a City Approved Certified Arborist and in coordination with Planning and Development, Natural Resource Division.

Root pruning shall conform to the requirements of the City of Tampa Workmanship and Materials Section 105 – Root Pruning.

Payment for the Root Pruning will be made at the appropriate Contract Linear Foot (LF) Price
Payment for the Tree Barricades will be made at the appropriate Contract Linear Foot (LF) Price

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
105.1	ROOT PRUNING	LF
105.5	TREE BARRICADE	LF

C1.10 CLEARING AND GRUBBING

The Contractor shall furnish all materials, equipment, and labor for clearing and grubbing as shown on the Drawings, specified, and directed by the Engineer.

Work in this Contract Item include, but are not limited to, removal and disposal of stumps, roots, fencing, pavement, tree protection, and root pruning as specified on the Drawings. The Engineer estimates 0.36 acres of clearing and grubbing for the Woodmere Project. Contractor to verify bid quantity.

Payment for Clearing and Grubbing will be made at the appropriate Contract Acreage Price.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
110.11	Clearing and Grubbing	AC

C1.20 –EXCAVATION OF UNSUITABLE SOIL & REPLACEMENT OF SUITABLE SOILS

The Contractor shall furnish all materials, equipment, and labor for excavation shown on the Plans, specified, and directed by the Engineer.

Work in this Contract Item includes the excavation required as shown on the Plans. The work also includes all necessary grading, testing, backfilling, sheeting, shoring, bracing, temporary ramps, construction fencing, dewatering, regrading of excavated soil per grading plans, regrading of impacted ponds, clean fill, over excavation of unsuitable (clayey) materials, disposal of surplus excavated material, replacement with suitable soils and protection of adjacent facilities, sodding and all appurtenant work, complete and in place.

The work shall conform to the City of Tampa Standard Specifications – Workmanship and Materials Section 1 – Excavation – Earth and Rock and Section 108- Dewatering.

The Contractor shall refer to the latest version of FDOT Workmanship and Materials Section 120 – Excavation and Embankment.

Disposal of unsuitable materials shall conform to the requirements of the City Standard Specifications for Workmanship and Materials Section 113 – Disposal of Debris and Section 108- Dewatering.

Payment for removal of unsuitable soils and replacement will be made at the Contract Item Unit Price per Cubic Yard (CY).

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
120.1	REMOVAL OF UNSUITABLE MATERIAL & REPLACEMENT OF SUITABLE SOIL	CY
120.6	REGRADING DITCH (PER PLANS)	CY
120.61	Embankment	CY

C1.60 – Stabilization

The Contractor shall furnish all materials, equipment, and labor for the required stabilization of subgrade within the trench for installation of the stormwater pipe on the Plans, specified, and directed by the Engineer.

Items included in this Contract Item include, but are not limited to, the material, equipment and labor necessary to stabilize designated portions of the roadbed to provide a firm and unyielding subgrade, having the required bearing value specified as specified on the Plans and shall conform to the latest version of the FDOT Standard Specifications – Workmanship and Materials Section 160 – Stabilization.

Payment for Stabilization will be made at the appropriate Contract Square Yard (SY) Price.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
160	STABILIZATION 12" (LBR40)	SY

C2.85 – OPTIONAL BASE

The Contractor shall furnish all materials, equipment, and labor for the required installation of base material shown on the Plans, specified, and directed by the Engineer.

Items included in this Contract Item include, but are not limited to, the material, equipment and labor necessary to construct a base course composed of one of the optional materials as specified on the Plans and shall conform to the latest version of the FDOT Standard Specifications – Workmanship and Materials Section 285 – Optional Base.

Payment for Optional Base will be made at the appropriate Contract Square Yard (SY) Price.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
285	OPTIONAL BASE, GROUP 04 (CRUSHED CONCRETE)	SY
285.06	OPTIONAL BASE, GROUP 06	SY
285.1	OPTIONAL BASE, GROUP 11 (CRUSHED CONCRETE)	SY

C3.27 - Milling of Roadway

The Contractor shall furnish all equipment, hauling and labor for the required removal of existing asphalt by milling material shown on the Plans, specified, and directed by the Engineer.

Items included in this Contract Item include but are not limited to equipment and labor necessary to mill roadway material as specified on the Plans and shall conform to the latest version of the FDOT Standard Specifications – Workmanship and Materials Section 327 – Milling. The existing pavement shall be milled two inches unless otherwise specified on the plans or directed by the Engineer.

The Engineer may require re-milling of any area where a surface lamination causes a non-uniform texture to occur.

Payment for Milling will be made at the appropriate Contract Square Yard/Inch (SY) Price.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
327	1.5" MECHANICAL MILLING	SY
327.1	2" MECHANICAL MILLING	SY
327.2	3" MECHANICAL MILLING	SY
327.3	1" MECHANICAL MILLING	SY

C3.34 - SUPERPAVE ASPHALTIC CONCRETE, SP 12.5

The Contractor shall furnish all materials, equipment, and labor for the required installation of asphalt material shown on the Plans, specified, and directed by the Engineer.

Items included in this Contract Item include, but are not limited to, the material, equipment and labor necessary to construct a superpave asphalt concrete pavement with the type of mixture specified on the Plans and shall conform to the latest version of the FDOT Standard Specifications – Workmanship and Materials Section 334 – Superpave Asphaltic Concrete.

Restoration of City Streets shall conform to the requirements of the City Standard Specifications for Workmanship and Materials Section 16 – Restoration of Street Pavements.

Payment for superpave asphaltic concrete will be made at the appropriate Contract Item Unit Price per Ton (TN) of material placed.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
334	SUPERPAVE ASPHALTIC CONCRETE, SP9.5 (2")	TN
334.1	SUPERPAVE ASPHALTIC CONCRETE, SP12.5 (1.5")	TN
334.2	SUPERPAVE ASPHALTIC CONCRETE, SP12.5 (2.5")	TN
334.3	SUPERPAVE ASPHALTIC CONCRETE, SP12.5 (3")	TN
334.4	SUPERPAVE ASPHALTIC CONCRETE, SP12.5 (variable depth)	TN

C4.25 – STORMWATER INLETS, MANHOLES, AND JUNCTION BOXES

The Contractor shall furnish all materials and equipment, test, construct, install, reconstruct, and maintain the stormwater inlets, stormwater manholes and stormwater junction boxes as shown on the Plans, specified, and directed by the Engineer.

Stormwater inlets, manholes, and City Manholes shall conform to the City of Tampa Stormwater Details and Workmanship and Materials Section 425 – Stormwater Inlets, FDOT W&M Section 425 - Manholes and FDOT Index 200 – Manholes. Manhole frames and covers shall conform to the City of Tampa standards. Grouting annular space in conflict manhole for sanitary shall conform to the FDOT Workmanship and Materials Section 121 – Flowable Fill.

The work includes all testing, excavation, backfilling, limestone screenings, bedding, sheeting, shoring, bracing, dewatering, formwork, castings, brickwork, adjusting structures, removal of pavement, sidewalks, curb and curb gutter, concrete work and reinforcing, all inlet and outlet pipe, making all pipe connections, setting pipe stubs and plugs for future connections, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material, and protection of adjacent facilities, and all appurtenant work, complete and in place.

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to demolish and remove the existing storm pipe and structures that are located outside of the excavation trenched limits of the new pipe and structure areas.

The demolition and removal of existing storm structures shall conform to the requirements of the City Standard Specifications for Workmanship and Materials Section 27 – Demolition.

Disposal of debris shall conform to the requirements of the latest version of the City Standard Specifications for Workmanship and Materials Section 113 – Disposal of Debris.

Payment for inlets, manholes, junction boxes and demolish and remove existing stormwater structures will be made at the appropriate Contract Item Unit Price per Each (EA).

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
425.1	Demolish and remove existing Storm Pipes	EA
425.132	TYPE J MANHOLE STRUCTURE (5' DIA) STORMWATER	EA
425.133	TYPE J MANHOLE STRUCTURE (6' DIA) STORMWATER	EA
425.13	INLET, COT CURB TYPE E, <10'	EA
425.131	INLET, COT CURB TYPE 1, <10'	EA
425.14	INLET, COT CURB TYPE 2, <10'	EA
425.13T	INLET, COT CURB TYPE T, <10'	EA
425.17	INLET, COT CURB TYPE BR-1, <10'	EA

C4.3 – PIPE CULVERTS AND STORM SEWERS

Under the respective Contract Items for pipe culverts and storm sewers, the Contractor shall furnish all materials and equipment, construct, test, and maintain complete all pipe culverts and storm sewers as shown on the Plans, specified, and directed by the Engineer.

All pipe culverts and storm sewers, including fittings, shall be manufactured and installed in accordance with the City of Tampa Standard Specifications – Workmanship and Materials Section 430 – Pipe Culverts and Section 108- Dewatering.

The work includes all removal of sidewalks, driveways, curbs, curb and gutter, existing storm sewer systems, and permanent pavement restoration up to the first lift of asphalt (see trench detail, City of Tampa); video inspection, excavation, short tunnels, backfill, sheeting, shoring, bracing, dewatering, pipe bedding, pipe fittings, pipe work, making all pipe connections, flared and mitered end sections, standard pipe cradles and encasements shown on the Plans, anchors, sealants, jackets and coupling bands, installation and removal of plugs and bulkheads, testing, special temporary and nonpermanent pavement replacement, protection, repair and replacement of utilities and house services, maintenance of traffic including maintaining access across driveways along the line of the work, protection, trimming and replacement of trees and shrubs, protection, repair and replacement of existing culverts and other storm sewerage facilities and all utilities, reconstruction or regrading of road shoulders and ditches, disposal of surplus excavated material, protection of existing structures, making joints in protective plastic lining between pipes and between pipes and manholes or structures and all other work incidental to the installation of all pipe culverts and storm sewers complete in place.

The work does not include rock excavation, manholes, junction chamber, surface restoration comprising lawn or permanent pavement replacement over the first lift of asphalt, additional earth excavation or additional selected fill material, short tunnels and driveway, sidewalk and curb and curb gutter replacement. When shown on the Plans or ordered, such work will be paid for under other appropriate Contract Items.

The quantity of storm sewer pipe, in linear feet, to be measured for payment shall be the actual length of new pipelines placed in the work, as shown, specified and directed. Pipelines will be measured along the centerline of the pipe.

Deductions in the measured length of storm sewers will be made for the width of all structures, including manholes and inlets, measured from the inside wall to the inside wall of the structure.

Payment for pipe culverts and storm sewers will be made at the appropriate Contract Item Unit Price per linear foot (LF) of pipe installed.

Payment for connection of pipe to existing stormwater structures or headwall will be made at the appropriate Contract Item Unit Price per Each (EA).

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
430.161	Stormwater Headwall (per plans)	EA
430.1	15" ROUND STORMWATER PIPE (RCP)	LF
430.2	18" ROUND STORMWATER PIPE (RCP)	LF
430.3	24" ROUND STORMWATER PIPE (HDPP)	LF
430.31	24" ROUND STORMWATER PIPE (RCP)	LF
430.34	24" ROUND STORMWATER PIPE (CLASS IV) (RCP)	LF
430.301	30" ROUND STORMWATER PIPE (RCP)	LF
430.7	12"X18" ELLIPTICAL STORMWATER PIPE, (ERCP) CLASS IV	LF
430.8	14"X23" ELLIPTICAL STORMWATER PIPE, (ERCP) CLASS IV	LF
430.9	19"X30" ELLIPTICAL STORMWATER PIPE, (ERCP)	LF
430.91	CONNECT STORMWATER PIPE TO EXISTING STRUCTURE (30-60")>10'	EA

C5.20 – PERMANENT CURB REPLACEMENT

The Contractor shall furnish all labor, equipment, and materials to construct and maintain all permanent concrete, bituminous, and granite curb or curb, and drop curb, removed or damaged by pipeline construction and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

All concrete work under this series shall conform to the latest FDOT Standard Specifications – Workmanship and Materials Section 346 - Portland Cement Concrete (except 346.6.1).

The work includes all excavation, filling, shaping, grading, base material, compaction of stabilization subbase, and lawn replacement incidental to curb, or curb replacement, drop curb, and other appurtenant work complete in place.

The length of permanent curb and gutter replacement to be measured for payment will be the actual length of gutter placed in the work within payment limits for surface restoration shown on the Plans or ordered by the Engineer.

Payment limits for permanent curb replacement along pipelines shall include removal and replacement of gutter incidental to construction of manholes and structures. All curb removed or damaged and requiring replacement outside payment limits will not be measured for payment and shall be replaced by the Contractor at his own expense.

Payment of permanent curb replacement will be made at the Contract Item Unit Price per Linear Foot (LF) of curb placed.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
520.1	CONCRETE CURB & GUTTER, DROP CURB	LF
520.2	CONCRETE CURB & GUTTER, TYPE F	LF
520.3	CONCRETE CURB, TYPE D	LF

C5.22 - PERMANENT SIDEWALK/DRIVE REPLACEMENT/CONCRETE STRUCTURE REMOVAL/CONC PAD

The Contractor shall furnish all labor, equipment, and materials to replace and maintain all permanent sidewalks, driveways removed or damaged by pipeline construction, and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

Permanent sidewalk/driveway replacement shall conform to the requirements of the City of Tampa Standard Specification for Workmanship and Materials Section 16 - Restoration of Street Pavements.

Reconstruction of concrete flumes and headwall concrete work under this series shall conform to the latest version of the FDOT Standard Specification – Workmanship and Materials Section 346 – Portland Cement Concrete.

The work includes all excavation, filling, shaping, grading, temporary limestone surface, base material, paved surface, architectural pavers, lawn replacement incidental to sidewalk/driveway, and other appurtenant work complete and in place.

The quantity of permanent sidewalk/driveway replacement to be measured for payment will be the actual area of permanent sidewalk/driveway surface placed in the work within payment limits and ordered by the Engineer.

Payment limits for permanent sidewalk/driveway replacement along pipelines shall include removal and replacement of sidewalk/driveway surface incidental to construction of manholes and structures. All sidewalk/driveway surface removed or damaged outside payment limits will not be measured for payment and shall be replaced by the Contractor at his own expense.

Where the existing sidewalk/driveway surface is a nonpermanent type consisting of shell, gravel, limerock, crushed stone, or other similar material, no payment will be allowed for replacement of permanent sidewalk/driveway surface. Replacement of surface for such nonpermanent sidewalk/driveway surfaces will be included in the various classified unit price Contract Items for pipelines or considered under the provisions for "Extra Work."

Payment for permanent sidewalk/driveway replacement, reconstruction of headwall or flume will be made at the Contract Item Unit Price per Square Yard (SY) of sidewalk/driveway removed/replaced/Concrete Shock Pad.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
522.1	SIDEWALK CONCRETE, 4" THICK (SIDEWALKS)	SY
522.2	SIDEWALK CONCRETE, 6" THICK (DRIVEWAYS)	SY
523	Concrete Shock Pad (waterline protection)	SY

C5.27 –ADA COMPLIANT RAMPS

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

The work includes all detectable warning surfaces and all concrete work and appurtenant work complete in place. All ADA pedestrian ramps will comply with FDOT Index 304, latest Design and Workmanship and Materials section 527 – Detectable Warnings on Walking Surfaces.

The quantity of ADA compliant ramps measured for payment will be the number of each as shown on the Contract Plans, or as specified and directed by the Engineer.

Payment for ADA compliant ramps will be made at the Contract Item Unit Price for Each (EA) of the pedestrian ramps placed.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
527	ADA COMPLIANT RAMPS (concrete included)	EA

C5.30 – RUBBLE RIPRAP

The Contractor shall furnish all labor, materials, and equipment to install riprap as shown on the Contract Plans, or as specified and directed by the Engineer.

The work includes all excavation, backfilling, compacting, restoration, select fill, dewatering, placement, filter fabric underlayment, crushed stone, shaping, and disposal of surplus excavated material, and all incidentals, complete and in place.

Rip- rap shall conform to the specifications to the City Standard Specifications - Workmanship and Materials Section 530- Rubble Rip-Rap.

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

<u>Item</u>	<u>Description</u>	<u>Unit</u>
530	RIP-RAP (SAND-CEMENT)	CY

C6.30 – CONDUIT – Directional Bore

The Contractor shall furnish and install conduit for traffic control signals and devices, highway lighting, and other electrically powered or operated devices as shown in the Contract Documents and directed by the Engineer.

Restore the conduit trench construction area to an acceptable condition. Such work includes repair or replacement of all pavement areas, sidewalks, driveways, curbs, structures, landscaping, grass areas (including removal of excavated materials and spoils), removal and disposal of drilling fluids, and backfilling areas disturbed by the conduit installation.

All Conduit work will comply with FDOT Index 630, latest Design and Workmanship and Materials section 630 – Conduit.

Payment for Conduit shall be made at the appropriate Contract Item Unit Price per liner foot (LF).

<u>Item</u>	<u>Description</u>	<u>Unit</u>
630.212	Conduit, Furnish and Install (directional drill)	LF

C6.35 – PULL BOXES, SPLICE BOXES, JUNCTION BOXES, AND FIBER OPTIC SPLICE VAULTS

The Contractor shall furnish and install Furnish and install pull boxes, splice boxes, junction boxes, and fiber optic splice vaults as shown in the Plans, Contract Documents and directed by the Engineer.

The Contract unit price for each furnished and installed pull box, splice box, junction box, splice vault, and toll site pull box will include all required hardware for the type of box and location as specified in the Contract Documents as well as all labor and materials necessary for a complete and accepted installation.

All PULL BOXES, SPLICE BOXES, JUNCTION BOXES, AND FIBER OPTIC SPLICE VAULTS work will comply with FDOT Index 635, latest Design and Workmanship Materials Section 635.

Price and payment will be full compensation for all work specified in this Section for each (EA) box installed. No separate payment will be made for the removal of pull, splice, and junction boxes.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
635.211	PULL AND SPLICE BOX, FURNISH AND INSTALL, 13X24 COVER SIZE	EA

C6.46 – ALUMINUM POLES, PEDESTALS, AND POSTS

The Contractor shall furnish and install aluminum poles, pedestals, and posts at the locations shown in the Plans and in accordance with the details shown in the Plans and Standard Plans.

The Contract unit price per each for aluminum pedestals and posts, furnished and installed, will include all materials and equipment as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation.

All install aluminum poles, pedestals, and posts work will comply with FDOT Index 646, latest Design and Workmanship Materials Section 646.

Price and payment for each (EA) pole installation and removal will be per plans.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
646.111	ALUMINUM SIGNALS POLE, PEDESTAL	EA
646.160	ALUMINUM SIGNALS POLE, REMOVE	EA

C6.53 – PEDESTRIAN SIGNAL ASSEMBLIES

The Contractor shall furnish and install pedestrian signal assemblies as shown in the Plans and Standard Plans, FDOT Index 653-001. Meet the requirements of Section 603.

The Contract unit price per assembly for pedestrian signal assembly, furnished and installed, (including mounting hardware but not including poles or pedestals) will include all materials and equipment as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation.

All furnish and install pedestrian signal assemblies work will comply with FDOT Index 653, latest Design and Workmanship Materials Section 653.

Price and payment for each assembly (AS) pedestrian signal and/or removal will be per plans.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
653.111	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS
653.160	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS

C6.60 – VEHICLE DETECTION SYSTEM

The Contractor shall Furnish and install a vehicle detection system in accordance with the Contract Documents and this Section. Meet the requirements of FDOT Section 603 and comply with FDOT Index, 660 – Vehicle Detection System

Price and payment will be full compensation for all work specified in this Section including furnishing, placement, and testing of all materials and equipment, and for all tools, labor, equipment, hardware, operational software packages and firmware, supplies, support, personnel training, shop drawings, warranty documentation, and incidentals necessary for a complete and accepted installation.

Price and payment for each assembly (AS) loop assembly will be per plans.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
660.2101	LOOP ASSEMBLY- F&I, TYPE A	AS

C6.65 – PEDESTRIAN DETECTION SYSTEM

The Contractor shall install a pedestrian detection system as shown in the Plans. Pedestrian detection systems are classified into three categories: Standard Pedestrian Pushbutton Detectors, Accessible (Audible/Tactile) Pedestrian Pushbutton Detectors, and Passive Detectors. The components of the pedestrian detection system include pushbuttons, pedestrian actuation signs, electronics, wiring, and mounting hardware.

All furnish and install pedestrian detection systems will comply with FDOT Index 665, latest Design and Workmanship Materials Section 665.

The Contract unit price for pedestrian detectors, will be paid per each (EA), and will include the pedestrian actuation sign, all mounting hardware, wiring, materials and equipment, and all labor and miscellaneous materials necessary for a complete and accepted installation.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
665.111	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA

C7.00 – ROADWAY SIGNING

The Contractor shall Furnish and install roadway signs in accordance with the details in the Standard Plans and as shown in the Plans.

All roadway signage will comply with FDOT Index 700, latest Design and Workmanship Materials Section 700.

The Contract unit price per each for single column ground mounted signs will include the sign panels, sheeting, support structure, foundation, hardware, and labor necessary for a complete and accepted installation.

The Contract unit price per each for multi-column ground mounted signs will include the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation.

The Contract unit price for removal of signs will include the removal of the support and footing. Restore the area to the condition of the adjacent area.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
700.3101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA
700.1111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS
700.1600	SINGLE POST SIGN, REMOVE	AS

C7.06 - RAISED PAVEMENT MARKERS AND MARKER ADHESIVE

The Contractor shall supply and install Raised pavement markers (RPMs) and adhesive provide a positive guidance system to supplement other reflective pavement markings.

Installation shall be in compliance with FDOT Section – 706 – Raised Pavement Markers and Marker Adhesive.

The quantity of RPMs to be paid for under this Section will be the quantity per each, furnished and installed, completed and accepted.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
706.13	RETRO-REFLECTIVE PAVEMENT MARKERS YELLOW/YELLOW	EA

C7.10 - PAINTED PAVEMENT MARKINGS

The Contractor shall apply painted pavement markings, in accordance with the Contract Documents and FDOT Standard Specifications – Section 710 Painted Pavement Markings

Price and payment for painted pavement markings (final surface) will be full compensation for all applications of painted pavement markings in accordance with FDOT Section 710-4.1.1 and 710-9.1 and will be paid per linear foot (LF).

<u>Item</u>	<u>Description</u>	<u>Unit</u>
710.11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF
710.11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF
710.11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	LF

C7.11 – THERMOPLASTIC STRIPING AND MARKING

The Contractor shall furnish all labor, equipment, and materials to install thermoplastic, standard, white, yellow, solid, 6"-12" traffic stripes and markings as shown on the Plans and as directed by the Engineer.

The work includes all necessary labor, equipment, and materials required to apply new thermoplastic traffic stripes and markings, or refurbish existing thermoplastic traffic stripes and markings, as shown in the plans and

in accordance with the details and Contract Documents and the latest version of the FDOT Standard Specifications – Workmanship and Materials – Section 711 – Thermoplastic Traffic Stripes and Markings.

Payment for Thermoplastic Markings shall be made at the appropriate Contract Item Unit Price per Linear Feet (LF) of Thermoplastic Markings installed.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
711.11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF
711.11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF
711.14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF
711.16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	LF

C89.00 – SOD REPLACEMENT

The Contractor shall furnish all labor, materials, equipment and services to replace and maintain all lawn areas removed or damaged by pipeline and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

Sod replacement by St. Augustine or equal shall conform to the requirements of the City of Tampa Workmanship and Materials Section 2930 – Sodding.

Sod replacement along pipelines, sidewalks, curb and gutters, edge of pavements, house laterals, and around manholes and structures will be included for payment under this Contract Item.

The quantity of lawn area, in square foot, to be measured for payment will be the actual area of Bahia/St. Augustine sodded areas, within the payment limits for surface restoration shown on the Plans. Payment limits for lawn replacement along pipelines shall include removal and replacement of lawn area incidental to construction of manholes and structures. All lawn area removed or damaged and requiring replacement outside payment limits will not be measured for payment; however, the type of replacement shall be determined as specified above, and shall be replaced by the Contractor at his own expense.

Payment for sod replacement will be made at the appropriate Contract Item Unit Price per Square Foot (SF) Unit.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
8901	SOD – ST. AUGUSTINE OR BAHIA	SF

C9.00 - PVC PIPE (GREEN AWWA C900 DR-18 & C905 DR-25)

The Contractor shall furnish all materials and equipment, construct, test, and maintain complete all pipe sewers as shown on the Plans, specified, and directed by the Engineer.

The pipe sewers shall conform to the latest version of the City of Tampa – Workmanship and Materials Section 11 – PVC Pipe Gravity.

The work includes all related work and appurtenances required to locate existing sanitary sewer lines and make the connections as shown on the Plans to the proposed lines, maintaining existing sanitary sewer in operation, removal of existing abandoned or out-of-service pipes encountered during excavation, sidewalks, driveways, curbs, curb and gutter, and permanent pavement up to the first lift of asphalt (per the City of Tampa Trench Details – latest), excavation, saw cutting concrete and asphalt, short tunnels, backfill, sheeting, shoring, bracing,

dewatering, pipe bedding, pipe fittings, pipe work, making all pipe connections, locate wire, standard pipe cradles and encasements shown on the Plans, installation and removal of plugs and bulkheads, testing, special temporary and nonpermanent pavement replacement, nonpermanent sidewalk and driveway replacement, protection, repair and replacement of utilities and house services, protection, trimming and replacement of trees and shrubs, protection, repair and replacement of culverts and other storm water facilities, reconstruction or regrading of road shoulders and ditches, disposal of surplus excavated material, protection of existing structures, removal and replacement of fence, clearing and grubbing, making joints between pipes and manholes or structures and all other work incidental to the installation of the sanitary sewer pipe complete in place.

The work does not include sheeting left in place, rock excavation, manholes, surface restoration comprising lawn or permanent pavement replacement above the first lift of asphalt, additional earth excavation or additional selected fill materials, driveways, sidewalk and curb or curb and gutter replacement and, when shown on the Plans or ordered, such work will be paid for under other appropriate Contract Items.

The quantity of sewer pipe, in linear feet, to be measured for payment shall be the actual length of new pipelines placed in the work, as shown, specified and directed by the Engineer. Depth of cut for sanitary sewers shall be measured from the original ground surface to the pipe invert. Pipelines will be measured along the centerline of the pipe.

The measured length for sanitary force mains will include all fittings and short tunnels with deductions for the laid length of valves.

Payment for sewer pipe will be made at the appropriate Contract Item Unit Price per Linear Foot (LF) or Each (EA) of the respective pipe and installation.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
900.1	8" Dia. PVC Pipe (C-900, DR-18) (incl. all adapters and connections)	EA

C17.06 - SOLID WALL PVC PIPE HOUSE LATERAL AND SANITARY PVC

The Contractor shall furnish all materials and equipment, construct, test and maintain house laterals.

The pipe laterals shall conform to the latest version of the City of Tampa— Workmanship and Materials Section 11 – PVC Pipe Gravity.

The work includes all related work and appurtenances required to locate existing house connections and make the connections to the proposed lines, excavation, short tunnels, backfill, sheeting, shoring, bracing, dewatering, removal of sidewalks, driveways, curbs, curb and gutter and permanent pavement to the first lift of asphalt, pipe bedding, pipe, pipe fittings used to change in line or grade where directed by the Engineer, disposal of surplus excavated material, protection, repair and replacement of utilities, house services, trees and shrubs and other storm sewerage facilities, special temporary pavement, restoration and regrading of road shoulders and ditches and all other work incidental to the installation of pipe house laterals complete in place as shown on the Plans, specified, and directed by the Engineer.

Payment for house lateral will be made at the Contract Item Unit Price per Each (EA) of house lateral and unit price per Linear Foot (EA) for PVC pipe in conflict manhole.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
1706	6-Inch Diameter PVC Pipe House Lateral (SDR-35) (<30' length)	EA

C49.00 – MODIFICATIONS TO EXISTING MANHOLES AND ADJUST MANHOLE TOPS

The Contractor shall furnish all labor, equipment and materials required to connect the proposed pipeline into existing manholes, and to raise existing manholes tops as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, dewatering, breaking into the existing manhole, removal and disposal of rubble and excess material, installation of sewer pipe, sealing the voids around the pipe, re-working manhole bench if necessary, removing old force main and sealing opening, backfilling, compacting and all other work incidental to connection to existing manhole or raising manhole tops.

Payment for Connection to Existing Manholes or Raising/Lowering (adjustment) to Existing Manhole Tops will be made at the appropriate Contract Lump Sum Price or per manhole as designated in the proposal.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
4900.1	CONNECT TO EXISTING MANHOLE	EA
4900.2	REMOVE AND ADJUST EXISTING MANHOLE TOPS	EA

WATER CONTRACT PAY ITEMS

General

The Contractor shall receive and accept the compensation provided in the Proposal and the Agreement as full payment for furnishing all materials and all labor, tools and equipment, for performing all operations necessary to complete the work under the Agreement, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Department.

It is the intent of these contract documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be basis for rejection of his bid.

The prices stated in the Bid Proposal include all costs and expenses for taxes, labor, equipment, commissions, transportation charges and expenses, patent fees and royalties, labor for handling material during inspection together with all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The basis of payment for any item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

No separate payment will be made for the following items; the cost of such work shall be included in the applicable contract pay items of work, including separate mobilization/demobilization charges for compliance with any agency:

1. Clearing and grubbing;
2. Excavation, including necessary pavement/slab removal;
3. Shoring and sheeting as required by OSHA trench excavation safety standards unless specifically provided for in a pay item;
4. Dewatering and proper disposal of all water unless specifically provided for in a pay item;
5. Backfill and proper compaction, including suitable fill;
6. Grading;
7. Replacement or restoration of paved or unpaved roadways, grass and shrubbery plots outside of established pay limits above the first lift of asphalt;
8. Temporary facilities and controls during construction such as water/sanitary facilities, traffic control, informational signs and environmental protection, unless specifically provided for in a pay item;
9. Providing and maintaining silt barriers for drainage structures and silt fences for the duration of the project;
10. Removing and legally disposing of waste material due to construction, including but not limited to valve boxes that need to be removed from abandoned water mains;
11. Cleanup and restoring the job site to its original condition, which includes but is not

necessarily limited to restoring the ground surface to its original grade;

- 12. Testing and placing system in operation, including re-mobilization for FDEP testing;
- 13. Any material and equipment required to be installed and used for the tests;
- 14. Maintaining the existing quality of service during construction, including flushing mains that are cleared but not put into service after the bacteriological (bac-T) tests are complete;
- 15. Repair of water services damaged during construction;
- 16. Adjusting new or existing water meter boxes to grade which are affected by construction;
- 17. Appurtenant work as required for a complete and operable system;
- 18. Coordination with all utilities and all Federal, State and Local agencies;
- 19. Cutting of existing or new pipe for purposes of abandonment or installation of new pipe, valves or fittings;
- 20. Tree trimming as required by the City of Tampa Parks Department or any other agency unless specifically provided for as a contract item;
- 21. Verification of pipe elevation as stated in Section 8 of the General Provisions and Section S-23.01 the Specific Provisions;
- 22. Repair of private irrigation systems damaged during construction;
- 23. Furnishing and installing suitable temporary fences, as directed by the Engineer, to adequately secure areas protected by a permanent fence when that permanent fence must be removed. The temporary fence shall remain in place until the permanent fence is replaced;
- 24. Furnishing and installing all HDPE MJ adapters, HDPE flanged adapters, HDPE electrofusion tapping tees, electrofusion corporation saddles or HDPE electrofusion couplings;
- 25. Maintaining red-line drawings of changes to construction plans, to be submitted for FDEP clearance;
- 26. Furnishing record drawings based on the redline drawings in AutoCAD 2015 or higher and one set of drawings on paper. The City will provide the AutoCAD plans used for the design. **Final Payment will not be made for work orders until as-built drawings are received and accepted by the City.**
- 27. Furnishing and installing polyethylene encasement per Standard Detail 2.05 for all buried ductile iron pipe, all fittings and tapping sleeves.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Proposal or Contract Pay Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

Following final payment by the City, the Contractor shall maintain the surface of the unpaved trenches, shrubbery, fences, sod, and other surfaces disturbed for a period of one (6) months thereafter and shall maintain the repaved areas, curbs, gutters and sidewalks, trees, if replaced by the Contractor, for one (1) year after acceptance. The cost of maintaining the restored areas is considered incidental to the cost of restoring the areas disturbed by the Contractor. These costs shall be prorated and included in the cost for the bid item for which it is required.

The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

All work shall be in accordance with the Technical Specifications and Standard Details herein. All materials shall be in accordance with the Material Specifications herein.

C22.00 Furnish and Install HDPE Pipe by Horizontal Directional Drilling

The Contractor shall provide all labor, equipment, and materials to furnish and install the HDPE pipe using horizontal directional drilling (HDD) as a work method. The furnishing and installation of the HDPE pipe shall include, but may not be limited to:

1. Furnish and install construction layout by a registered professional land surveyor;
2. Field locating all utilities, except existing water lines not shown properly on the plans, to confirm horizontal and vertical location in areas of possible conflict;
3. Excavating the access pits;
4. Maintaining the pits which shall include dewatering and sheeting and bracing as required by OSHA or as directed by the Engineer;
5. Joining pipe sections by butt fusion or by furnishing and installing an appropriately sized HDPE electrofusion coupling;
6. Pigging, cleaning or flushing the line to remove dirt, debris if directed by the engineer;
7. Furnishing and installing temporary valve, pipe shorts and bends to accomplish full port flushing of mains;
8. Furnishing and installing Department approved pipe and any pipe shorts as part of the pipeline;
9. Furnishing and installing 2-inch HDPE tubing at various depths by horizontal directional drilling;
10. Furnishing and installing on all HDPE pipe and tubing, two continuous 10 gauge wires along the top of the pipe. There shall be no dead ends and each locator wire shall be routed into a curb stop box at every valve box. Connections between wire ends shall be made using an approved connection as shown in the standard details;
11. Furnishing and installing 10 gauge tracer wire on Ductile Iron Water Mains 16" and greater;
12. Removing excess water main pipe and appurtenances;
13. Pressure testing the water main pipe;
14. Disinfecting the water main pipe;
15. Furnishing and installing push-on and mechanical joint restrainers on existing pipe as shown on the plans or as directed by the Engineer;
16. Backfilling and compacting the trenches or pits including re-grading the terrain;
17. Cleaning up and restoring the job site which shall include re-grading the terrain; and
18. Removing and legally disposing of all waste materials.

Cover over pipe shall be defined as the vertical distance from the top of the pipe to the surface grade above the main. Trench depth shall be defined as the vertical distance from the bottom of the barrel of the pipe to the surface grade above the main.

Payment for connecting new water mains to existing water mains will be made utilizing the contract unit price for installing the tapping sleeves, restraints, fittings or valves used in the connection.

The cost to hydrostatically test and disinfect the HDPE water mains shall be prorated and included in the HDPE pipeline construction unit prices. The prorated cost should include, but may not be limited to furnishing and installing all:

- 1) Material
- 2) Labor
- 3) Necessary pumps
- 4) Recorder charts
- 5) Gages (200 PSIG limit, oil filled)
- 6) Chemicals
- 7) Temporary valves
- 8) Temporary plugs
- 9) Sample Taps, (including furnishing and installation of brass dry main plugs in HDPE electrofusion corporation saddles after sample tap removal)
- 10) Blow off assemblies (including removal after disinfection is complete)
- 11) Dry main plugs installed in HDPE electrofusion corporation saddles.

necessary to pressure test and disinfect various sizes and depths of HDPE pipe. Furthermore, no extra compensation shall be paid to the Contractor for:

1. Furnishing and installing brass, dry main plugs in HDPE electrofusion corporation saddles at the locations of all removed sample taps, or
2. Removing existing "end of line" or blow-off valves after the pipeline has been disinfected and prior to connecting the newly installed pipeline to the existing water main.

All temporary materials or materials not remaining in the ground after the completion of the disinfection and pressure testing shall remain the property of the Contractor.

The pipe quantities to be paid for under this section shall be based on the size and the horizontal distance in linear feet of HDPE pipe measured along the top centerline of the pipe in place complete and acceptable to the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
2200	F&I - 2" HDPE tubing w/HDPE transition adapters at various depths offset	EA
2300	Adjust valve box (water)	EA



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

[] 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

(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 (DMI 30 Form)

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

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

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

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

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

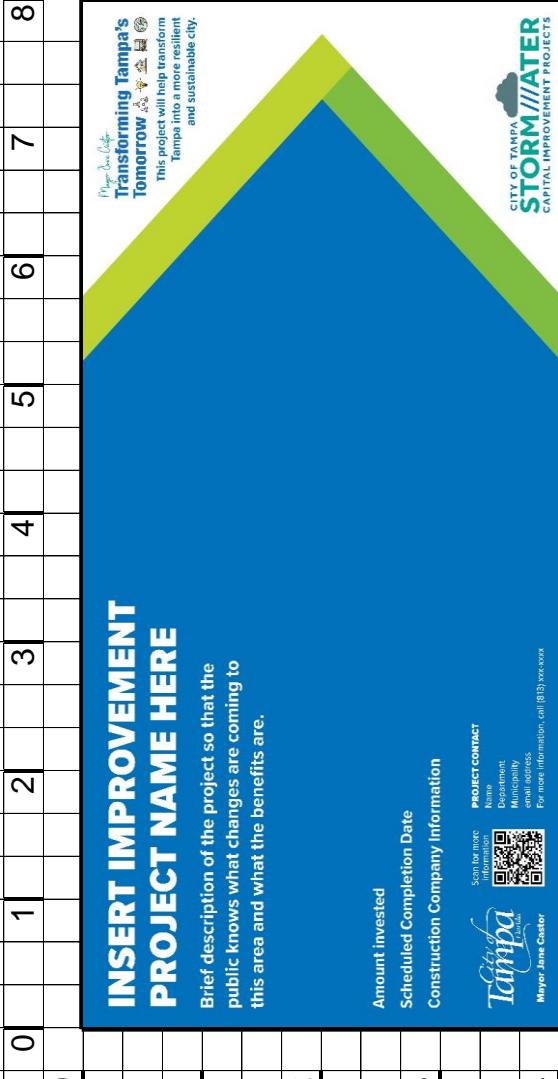
If any additional information is required or you have any questions, you may call the Office of Equal Business Opportunity at (813) 274-5522.

Sign Information

Transforming Tampa's Tomorrow

INSERT IMPROVEMENT PROJECT NAME HERE

Brief description of the project so that the public knows what changes are coming to this area and what the benefits are.



This project will help transform Tampa into a more resilient and sustainable city.

Font

Proxima Nova font family

If that font is not available, the

Calibri font family may be used

Colors

PANTONE	285 C
PANTONE	376 C
PANTONE	382 C

12"

scale:

SIGN EXAMPLE ONLY GRAPHIC TO BE DEVELOPED BY CONTRACTOR

