

The Enclosed Document Is Provided For Your Convenience.

Please Email ALL Questions:

[MailTo:ContractAdministration@TampaGov.net](mailto:ContractAdministration@TampaGov.net)

Please Let Us Know If You Plan To Bid

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

CITY OF
TAMPA, FLORIDA

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

FOR

Contract 18-C-00008

City-wide Roadway Improvements and Street Resurfacing - FY 18

REBID

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

MAY 2018

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

BID NOTICE MEMO

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

CONTRACT NO.: 18-C-00008; City-wide Roadway Improvements and Street Resurfacing FY18 - Rebid

BID DATE: 6/19/18 **ESTIMATE:** \$6,415,000 **SCOPE:** The project comprises construction of various intersection and roadway-related improvements including the installation of traffic signals, roadway widening, drainage improvements and pedestrian crossings with all associated work required for a complete project in accordance with the Contract Documents. **PRE-**

BID CONFERENCE: Tuesday, 6/5/18; 2:00p.m. Attendance is not mandatory, but recommended.

Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. Pre-Bid Conference is held at the same location unless otherwise indicated. Plans and Specifications and Addenda for this work may be examined at, and downloaded from, www.demandstar.com. Backup files are available at

<http://www.tampagov.net/contract-administration/programs/construction-project-bidding>. Email Questions to: contractadministration@tampagov.net .

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NOTICE TO BIDDERS
CITY OF TAMPA, FLORIDA

Contract 18-C-00008; City-wide Roadway Improvements and Street Resurfacing - FY 18 - REBID

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., June 19, 2018, 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, construction of various intersection and roadway-related improvements including the installation of traffic signals, roadway widening, drainage improvements and pedestrian crossings 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 City-wide Roadway Improvements and Street Resurfacing - FY 18 - REBID in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

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

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

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

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

I-1.04 INSTRUCTIONS TO BIDDERS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.05 TIME FOR COMPLETION:

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

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 365 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.

The work to be completed will be established in subsequently issued Work Orders.

This is a 1-year contract, unless prior notice to the contrary is given to the contractor by the City, this contract shall be in full force and effect starting on the date of the contract Notice to Proceed. However, this contract can be renewed, upon the same prices, terms, and conditions, for an additional 1-year period, if agreeable to both parties and if funds are available.

To renew the contract for an additional 1-year period, the contractor must notify the City, in writing that he desires renewal of the contract. The letter must be received by the City at least 90 days prior to contract expiration. The City shall respond to the contractors renewal request at least 60 days prior to the contract expiration.

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

INSTRUCTIONS TO BIDDERS
SECTION 1 – SPECIAL INSTRUCTIONS

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

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

THE CHECKED BOX INDICATES SECTION THAT APPLIES TO THIS BID.

☒ SUBCONTRACTING GOAL – (WMBE and SLBE)

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

Project Industry Category: Construction

Project Goal(s): 12.6% U-WMBE (Underutilized Woman and Minority Business Enterprise) (EBO Program)

per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)

____% SLBE (Small Local Business Enterprise) (EBO Program)

only City-certified SLBEs

____% U-WMBE/SLBE Combined (EBO Program)

per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE) together with City-certified SLBEs

____% WMBE/SLBE ASPIRATIONAL (EBO Program) An all-inclusive SLBE/WMBE goal; any City certified firm counts towards goal attainment.

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.11 BID SECURITY:

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

I-1.12 PUBLIC CONSTRUCTION BOND:

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

I-1.13 AGREEMENT

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

Add the following:

Article 2.05 CITY'S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

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

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

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

Replace with the following new article:

INSTRUCTIONS TO BIDDERS
SECTION 1 - SPECIAL INSTRUCTIONS

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

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

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

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

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

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

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

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

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

ARTICLE 11.03 INTENTIONALLY OMITTED.

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

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

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

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

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

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

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

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

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

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

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

I-1.16 PAYMENT DISPUTE RESOLUTION

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

I-1.17 SCRUTINIZED COMPANIES.

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is on either the Scrutinized Companies with Activities in Sudan List or the

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

INSTRUCTIONS TO BIDDERS

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

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

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

INSTRUCTIONS TO BIDDERS

SECTION 2 GENERAL INSTRUCTIONS

I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

I-2.02 FORM, PREPARATION AND PRESENTATION OF PROPOSALS

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

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

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

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

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

I-2.03 ADDENDA AND INTERPRETATIONS

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

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

I-2.04 BID SECURITY

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

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

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

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

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

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

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

I-2.05 LAWS AND REGULATIONS

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

I-2.06 PUBLIC CONSTRUCTION BOND

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

I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS

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

Bidders who are nonresident corporations shall furnish to the City a

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

I-2.08 REJECTION OF PROPOSALS

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

I-2.09 QUANTITIES ESTIMATED ONLY

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

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

I-2.10 COMPARISON OF PROPOSALS

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

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

I-2.11 BASIS OF AWARD

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

I-2.12 INSURANCE REQUIRED

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

I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

I-2.15 LABOR STANDARDS

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

I-2.16 NOTICE TO LABOR UNIONS

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

I-2.17 NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City-Wide Roadway Improvements and Street Resurfacing
18-C-00008

U-WMBE Availability Contact List
(The Underutilized WMBE Industry Category for Construction Subcontracts is BBE)

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity
1	ECO 2000 INC	352-793-5060	352-793-9074	WATERWORKS@EC O2000INC.COM	1611 W C-48	BUSHNELL	FL	33513	Undergroung Utility	5936489	BBE	African American
2	McKenzie Contracting LLC	813-454-4429	813-454-4429	kathy@mckenzieco ntractingllc.com	7712 E. Broadway Ave.	Tampa	FL	33619	Undergroung Utility	463561860	BBE	African American
3	BUN Construction Co., Inc.	813-931-8270	813-931-9185	bunconstruction@t ampabay.rr.com	4135 E. Hillsborough Avenue	Tampa	FL	33610	ASPHALT PAVING SERVICES	593362663	BBE	African American
4	City Wide Paving, LLC	813-325-4250	813-849-1723	citywidepavingcwp @yahoo.com	2508 N. 32nd St.	Tampa	FL	33605	ASPHALT PAVING SERVICES	270559624	BBE	African American
5	Excel 4 LLC	407-480-8976		excel4llc@yahoo.co m	318 N. John Young Parkway Suite #6	Kissimmee	FL	34741	ASPHALT PAVING SERVICES	454149326	BBE	African American
6	Excel 4 LLC	407-480-8976		excel4llc@yahoo.co m	318 N. John Young Parkway Suite #6	Kissimmee	FL	34741	Demolition Services	454149326	BBE	African American

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

City-Wide Roadway Improvements and Street Resurfacing

18-C-00008

U-WMBE Availability Contact List

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

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity
7	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Demolition Services	592345574	BBE	African American
8	ECO 2000 INC	352-793-5060	352-793-9074	WATERWORKS@EC O2000INC.COM	1611 W C-48	BUSHNELL	FL	33513	Land Clearing	593648996	BBE	African American
9	MBattle Construction llc	727-214-4301	727-517-3774	moebattle@hotmail.com	470 maple way	safety harbor	FL	34695	Land Clearing	760840117	BBE	African American
10	McKenzie Contracting LLC	813-454-4429	813-454-4429	kathy@mckenziecontractingllc.com	7712 E. Broadway Ave.	Tampa	FL	33619	Land Clearing	463561860	BBE	African American
11	Allen Masonry & General Contractor, Inc.	813-597-3289	813-436-0999	allenmasonrygc@gmail.com	2049 Waikiki Way	Tampa	FL	33619	Concrete and Masonry	593752366	BBE	African American
	Denson Construction Inc.	863-709-1001	863-709-1071	pete@denison-construction.com	4270 HOLDEN ROAD	LAKELAND	FL	33811	Concrete and Masonry	593571944	BBE	African American
	E/S Concrete Service, Inc.	727-821-5029	727-821-5029	enorisslysr@yahoo.com	726 E. Harbor Drive	St. Petersburg	FL	33705	Concrete and Masonry	593119582	BBE	African American
	Excel 4 LLC	407-480-8976		excel4llc@yahoo.com	318 N. John Young Parkway Suite #6	Kissimmee	FL	34741	Concrete and Masonry	454149326	BBE	African American

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

City-Wide Roadway Improvements and Street Resurfacing

18-C-00008

U-WMBE Availability Contact List

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

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity
	Exclusive Contractors, Inc.	863-559-1039	000-000-0000	roadcontractor2@YAHOO.com	277 S. 10th Ave	Bartow	FL	33830	Concrete and Masonry	592345574	BBE	African American
	Fresh Start Development, Inc.	813-758-5345	813-333-5949	freshstartdevelop@yahoo.com	601 S Falkenburg Rd	Tampa	FL	33619	Concrete and Masonry	203857845	BBE	African American
	Mason Global LLC	813-323-3648	813-323-3648	alan@masongloballlc.com	6133 Lanshire Dr	Tampa	FL	33634	Concrete and Masonry	471844251	BBE	African American
	Powell Concrete, LLC	321-250-0233	863-496-1227	y.winfield@yahoo.com	4755 Laurel Ave	Kissimmee	FL	34758	Concrete and Masonry	830467921	BBE	African American
	Provisions Construction & Development, Inc.	407-985-2442	407-985-2440	marrington@provisionscdi.com	3401 Lake Breeze Drive Bldg 601	Orlando	FL	32808	Concrete and Masonry	462802435	BBE	African American
	DRD ENTERPRISES LLC	813-476-9933	866-850-1332	ddeenah@drdenterprises.com	4104 Yellowwood Dr.,	Valrico	FL	33594	Pipe Supplier	204675317	BBE	African American
	Manzi Metals, Inc	352-799-8211	352-799-8244	bmanzi@manzimetals.com	15293 FLIGHT PATH DR	BROOKSVILLE	FL	34604	Pipe Supplier	593245008	BBE	African American
	Suca Pipe Supply, Inc.	813-249-7902	813-249-7384	slmau44@yahoo.com	4910 Lowell Rd	Tampa	FL	33624	Pipe Supplier	592499571	BBE	African American
	Suca Pipe Supply, Inc. One	813-249-7902	813-249-7384	sucapipesupply1@yahoo.com	4910 Lowell Road	Tampa	FL	33624	Pipe Supplier	263669556	BBE	African American

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

City-Wide Roadway Improvements and Street Resurfacing

18-C-00008

U-WMBE Availability Contact List

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

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity
	Terrell Industries, Inc.	727-823-4424	727-823-3977	gradyterrell@terrellindustries.com	2067 1ST AVENUE NORTH	ST PETERSBURG	FL	33713	Pipe Supplier	650530148	BBE	African American
	AAJ Lawn Care Services, Inc.	813-220-8533	888-277-1860	aaajlawncare@gmail.com	3716 E. Idlewild Avenue	Tampa	FL	33610	GRASSING, SODDING, LANDSCAPING, LAWM CARE	260254393	MBE	African American
	BUN Construction Co., Inc.	813-931-8270	813-931-9185	bunconstruction@tampabay.rr.com	4135 E. Hillsborough Avenue	Tampa	FL	33610	GRASSING, SODDING, LANDSCAPING, LAWM CARE	593362663	MBE	African American
	Cutups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	GRASSING, SODDING, LANDSCAPING, LAWM CARE	611241291	MBE	African American
	Dean's Environmental Services, Inc.	863-595-8255	904-791-9060	deank8859@gmail.com	2644 Whispering Trails Dr	Winter Haven	FL	33884	GRASSING, SODDING, LANDSCAPING, LAWM CARE	830461047	MBE	African American
	Fresh Start Development, Inc.	813-758-5345	813-333-5949	freshstartdevelop@yahoo.com	601 S Falkenburg Rd	Tampa	FL	33619	GRASSING, SODDING, LANDSCAPING, LAWM CARE	203857845	MBE	African American
	Moses & Wourman Maintenance Inc.	813-244-7134	813-920-1430	ctmoses11@msn.com	13014 N Dale Mabry Ste 136	Tampa	FL	33618	GRASSING, SODDING, LANDSCAPING, LAWM CARE	650105210	MBE	African American
	Promise Care LLC	813-988-8633	813-988-1555	promisecarellc@outlook.com	10711 n 53rd st	Tampa	FL	33617	GRASSING, SODDING, LANDSCAPING, LAWM CARE	464723775	MBE	African American
	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	GRASSING, SODDING, LANDSCAPING, LAWM CARE	463223645	MBE	African American

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

City-Wide Roadway Improvements and Street Resurfacing
18-C-000008

U-WMBE Availability Contact List

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

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity
	Williams Landscape Management Co., Inc.	813-628-8048	813-628-8041	tonywilliams@wlms landscape.com	5710 N 50th St	Tampa	FL	33610	GRASSING, SODDING, LANDSCAPING, LAWM CARE	593516370	SLBE	African American
	BAY LIGHT, LLC	813-972-4057	813-971-0882	baylightllc25@gmail .com	10105 N. 11TH ST.	Tampa	FL	33612	Tree Trimming Services	455079825	MBE	African American
	Cutups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice @yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	Tree Trimming Services	611241291	MBE	African American
	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	Tree Trimming Services	463223645	MBE	African American
	Fresh Start Development, Inc.	813-758-5345	813-333-5949	freshstartdevelop@ yahoo.com	601 S Falkenburg Rd	Tampa	FL	33619	Fencing Installation;	203857845	MBE	African American

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

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT	Construction	Construction-Related	Professional	Non-Professional	Goods
	Black	Asian	Black	Black	Black
	Hispanic	Native Am.	Hispanic	Asian	Hispanic
	Native Am.	Woman	Asian	Native Am.	Asian
	Woman		Native Am.		Native Am.
			Woman		Woman

Underutilized WMBE Sub-Contractors / Sub-Consultants

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

Policy

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

Index

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

Industry Categories

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

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

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

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

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

MBD Form-70

Instructions Regarding Use of the SLBE Goal Contact List

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

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

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

SOLICITATION FOR SUBCONTRACTOR QUOTES

From:

OUR COMPANY NAME:

TELEPHONE NUMBER:

ADDRESS:

FAX NUMBER:

E-MAIL ADDRESS:

To Subcontractor:

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

Plans and Specs for this project are posted at:

<http://www.tampagov.net/contract-administration/programs/construction-project-bidding>

CONTRACT NO.:

CONTRACT NAME:

CITY'S BID OPENING DATE:

DEADLINE FOR YOUR SUBCONTRACTOR BID OR RESPONSE:

SPECIFIC SCOPE OF WORK:

Please complete and submit with your subcontract bid or response:

YOUR FIRM'S NAME:

MAILING ADDRESS:

CITY:

STATE:

ZIP:

FAX NUMBER:

E-MAIL ADDRESS:

☐ Yes, my company is interested in quoting this project for the following items of work:

☐ No, my company will not quote this project for the following reason(s):

(Sample Suggested Sub Solicitation 3-9-9 Tampa MBDO)



Page 1 of 2
City of Tampa
Official Letter of Intent
(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

Bid/Proposal/Contract Number: _____

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____

Address: _____

Contract Person: _____

Telephone: _____ Fax: _____

Email: _____

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:

D. Cost of work to be performed by WMBE/SLBE: _____

E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: _____

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: _____ Date: _____

Signature and Title

WMBE/SLBE Firm: _____ Date: _____

Signature and Title



Page 2 of 2
Official Letter of Intent Instructions
City of Tampa
Equal Business Opportunity Program

The Official Letter of Intent must be submitted to the soliciting department within ten (10) work days of the bid opening, prior to award. Not providing all letters of intent within the prescribed time frame may be cause to delay award or declare the bid to be non-responsive.

Bid/Proposal/Contract Number- Please provide bid/proposal/contract number provided by City of Tampa procuring department.

Bid/Proposal/Contract Name – Please provide bid/proposal/contract name provided by City of Tampa procuring department.

To be Completed by the Bidder/Service Provide – Please provide prime contractor or main bidders detailed company information as indicated.

To be completed by the WMBE/SLBE – Please provide WMBE/SLBE subcontractor detailed company information as indicated.

Bidder is to Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids indentify, which bid line item the WMBE/SLBE's scope of work or supply corresponds – Please provide details of the services or supplies the WMBE/SLBE will provide.

Cost of work to be performed by WMBE/SLBE – Provide agreed upon estimate of work or supplies total price (Unit prices are accepted if specific quantities have yet to be determined).

Bidder/Proposer – Signature of authorized agent for the prime contractor or main bidder with date signed.

WMBE/SLBE firm – Signature of authorized agent for the WMBE/SLBE subcontractor or supplier with date signed.

Contract Confirmation – A copy of the executed subcontract agreement and/or purchase order with the WMBE/SLBE must be filed with the City of Tampa immediately upon execution and/or prior to commencement of work by WMBE/SLBE.

PROPOSAL

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

Legal Name of Bidder: _____

Bidder's Fictitious Name, *if applicable*: _____

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

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

Bidder Mailing Address: _____

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

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

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

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

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

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

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

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

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
104-10-3	SEDIMENT BARRIER	L.F.	152.0		\$	
104-13	SILT AND EROSION CONTROL	L.F.	1,200.0		\$	
104-18	INLET PROTECTION SYSTEM	EA.	7.0		\$	
105-1	ROOT PRUNING	LF	160.0		\$	
107-1	LITTER REMOVAL	AC	0.1		\$	
107-2	MOWING	AC	0.1		\$	
110-1-1	CLEARING AND GRUBBING	AC	4.0		\$	
110-3	GROUT EX. STORMWATER PIPE LATERALS	CY	20.0		\$	
110-4-A	REMOVAL OF EXISTING CONCRETE PAVEMENT/REMOVAL OF EXISTING CONCRETE	S.Y.	945.9		\$	
120-1	REGULAR EXCAVATION	C.Y.	52.5		\$	
120-6	EMBANKMENT	C.Y.	30.0		\$	
130	CLEAN FILL	CY	11.0		\$	
130-2	#57 STONE	CY	1.0		\$	
135	DITCH GRADING/REGRAING	LF	100.0		\$	
160-4	TYPE B STABILIZATION	S.Y.	188.0		\$	
160-5-2	SUBBASE, 12" TYPE "C" STABILIZATION	S.Y.	900.0		\$	

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
285	CRUSHED CONCRETE BASE	CY	222.0	\$	\$	
285-703	OPTIONAL BASE, BASE GROUP 03	S.Y.	88.0	\$	\$	
285-706	OPTIONAL BASE, BASE GROUP 06	S.Y.	7, 210	\$	\$	
285-712	OPTIONAL BASE, BASE GROUP 12	S.Y.	84.2	\$	\$	
327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	S.Y.	59,253.0	\$	\$	
327-70-3	MILLING EXIST ASPH PAVT, 4 1/2" AVG DEPTH	S.Y.	50,076.0	\$	\$	
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	S.Y.	46,118.0	\$	\$	
334-1-12	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC B	TN	623.3	\$	\$	
334-1-13	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C	TN	15,944.0	\$	\$	
337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	551.0	\$	\$	
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	2,274.0	\$	\$	
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	8.0	\$	\$	
425-1-351	INLETS, CURB, TYPE P-5, <10'	EA.	18.0	\$	\$	
425-1-355	INLETS, CURB, TYPE P-5, PARTIAL	EA.	19.0	\$	\$	
425-1-917	CITY STD. CONCRETE INLET TYPE 'T'	EA.	12.0	\$	\$	
425-1-918	CITY STD. GRATE INLET TYPE 'E'	EA.	12.0	\$	\$	
425-2-61	MANHOLES, P-8, <10'	EA.	16.0	\$	\$	

Approx.
Quantity

Description

Item No.

Unit

Unit Price in Words

Unit Price

Total Computed Price

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
425-2-71	MANHOLES, J-7, <10'	EA.	16.0		\$	
425-4	INLETS, ADJUST	EA.	2.0		\$	
425-41	INLET, COT CURB TYPE I, <10'	EA.	6.0		\$	
425-5	MANHOLE, ADJUST	EA.	32.0		\$	
425-51	INLET, COT CURB TYPE 2, <10'	EA.	4.0		\$	
425-6	VALVE BOXES, ADJUST	EA.	25.0		\$	
425-61	INLET, COT CURB TYPE 3, <10'	EA.	4.0		\$	
425-71	INLET, COT CURB TYPE BR-1, <10'	EA.	2.0		\$	
430-12	CONNECT STORMWATER PIPE TO EXISTING STRUCTURE	EA.	2.0		\$	
430-12-18	ERCp (12"x18") (CL IV)	L.F.	200.0		\$	
430-13	REMOVAL OF EXISTING STORMWATER STRUCTURE	EA.	5.0		\$	
430-14-23	ERCp (14"x23") (CL IV)	L.F.	200.0		\$	
430-15	15" ROUND STORMWATER PIPE (RCP) (CL III)	L.F.	600.0		\$	
430-18	18" ROUND STORMWATER PIPE (RCP)	L.F.	600.0		\$	
430-19-30	ERCp (19"x30") (CL IV)	L.F.	250.0		\$	

Item No.	Description	Unit	Quantity	Unit Price in Words	Unit Price	Total Computed Price
430-24	24" ROUND STORMWATER PIPE (RCP)	LF	600.0		\$	
430-29-45	ERCP (29"x45") (CL IV)	LF	100.0		\$	
430-34-53	ERCP (34"x53") (CL IV)	LF	60.0		\$	
430-36	36" ROUND STORMWATER PIPE (RCP)	LF	300.0		\$	
430-38-60	ERCP (38"x60") (CL IV)	LF	60.0		\$	
430-42	42" ROUND STORMWATER PIPE (RCP)	LF	150.0		\$	
430-48	48" ROUND STORMWATER PIPE (RCP)	LF	150.0		\$	
430-E15	MITERED END SECTION, ELLIP/ARCH, 15" SD	EA	1.0		\$	
430-E18	MITERED END SECTION, ELLIP/ARCH, 18" SD	EA	2.0		\$	
430-E24	MITERED END SECTION, ELLIP/ARCH, 24" SD	EA	2.0		\$	
430-E36	MITERED END SECTION, ELLIP/ARCH, 36" SD	EA	1.0		\$	
430-E42	MITERED END SECTION, ELLIP/ARCH, 42" SD	EA	1.0		\$	
430-E48	MITERED END SECTION, ELLIP/ARCH, 48" SD	EA	1.0		\$	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/C/D	L.F.	560.0		\$	
430-963-2	PVC PIPE FOR BACK OF SIDEWALK, NON STANDARD DIAMETER	L.F.	3.0		\$	
436-1-1	TRENCH DRAIN, STANDARD	L.F.	107.0		\$	
440-117	6" UNDERDRAIN (FDOT)	L.F.	120.0		\$	
520-1-7	CONCRETE CURB & GUTTER, TYPE E	L.F.	1,980.0		\$	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	L.F.	6,257.0		\$	

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
520-2-4	CONCRETE CURB, TYPE D	L.F.	7,654.0		\$	
520-2-5	CONCRETE CURB, RIBBON CURB REPAIR/REPLACE	L.F.	180.0		\$	
520-3	VALLEY GUTTER- CONCRETE	L.F.	100.0		\$	
520-7-2	GRANITE CURB, RESET	L.F.	16,072.0		\$	
522-1	CONCRETE SIDEWALK (4" THICK)	S.Y.	2,778.0		\$	
522-2	CONCRETE SIDEWALK (6")	S.Y.	2,058.0		\$	
523-1	PATTERNED PAVEMENT, VEHICULAR AREAS	S.Y.	21.0		\$	
527-2	DETECTABLE WARNINGS	S.F.	667.2		\$	
550-10-222	6" HIGH CHAINLINK FENCE (REMOVE AND RESET)	L.F.	45.0		\$	
570-1-2	PERFORMANCE TURF, SOD	S.Y.	381.0		\$	
E575-1-4	SODDING (ST AUGUSTINE)	S.Y.	1,070.0		\$	
660-2-101	LOOP ASSEMBLY- F&I, TYPE A	L.F.	60.0		\$	
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	L.F.	60.0		\$	
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	23.0		\$	
700-1-40	INSTALL SINGLE POST SIGN	AS	5.0		\$	
700-1-50	RELOCATE EXISTING SINGLE POST SIGN	AS	2.0		\$	
700-1-60	SINGLE SIGN POST, REMOVE	AS	5.0		\$	
705-11-1	DELINEATOR FLEXIBLE TUBULAR	EA.	5.0		\$	
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA.	386.0		\$	

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
710-17	REMOVE EXISTING MARKING PAINTED PAVEMENT MARKING	S.F.	545.0		\$	
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	L.F.	573.4		\$	
710-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERC	L.F.	158.0		\$	
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSS	L.F.	132.0		\$	
710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGON	L.F.	70.0		\$	
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LI	L.F.	173.0		\$	
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMB	EA.	1.0		\$	
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA.	10.0		\$	
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	L.F.	1,081.6		\$	
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAG	L.F.	89.0		\$	
711-11-102	THERMOPLASTIC, STANDARD, WHITE SOLID 8" FOR URBAN ISLAND	L.F.	27.0		\$	
711-11-124	SOLID TRAFFIC STRIPE 18" WHITE (THERMOPLASTIC) FOR DIAGONALS A	L.F.	11.0		\$	
711-11-125	SOLID TRAFFIC STRIPE 24" WHITE (THERMOPLASTIC) STOP LINE	L.F.	124.0		\$	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP	L.F.	408.0		\$	
711-11-160	PAVEMENT MESSAGES, THERMOPLASTIC	EA.	12.0		\$	
711-11-170	DIRECTIONAL ARROWS (THERMOPLASTIC)	EA.	21.0		\$	
711-11-224	SOLID TRAFFIC STRIPE 18" YELLOW (THERMOPLASTIC)	L.F.	980.0		\$	
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DO	L.F.	392.0		\$	
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	L.F.	126.0		\$	

Approx.
Quantity

Description

Unit

Unit Price in Words

Unit Price

Total Computed Price

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	L.F.	168.0		\$	
711-14-141	THERMOPLASTIC, PREFORMED, WHITE, 2-4 DOTTED GUIDELINE ON CON	L.F.	554.0		\$	
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (BIKE, SLM, ETC)	EA.	1.0		\$	
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW (BIKE, ETC)	EA.	4.0		\$	
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	L.F.	5,620.6		\$	
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	L.F.	185.0		\$	
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONAL OR CH	L.F.	81.0		\$	
711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6" 10-30 S	L.F.	382.0		\$	
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	L.F.	8,239.0		\$	
711-16-202	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8"	L.F.	1,740.0		\$	
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	L.F.	1,579.0		\$	
711-17	THERMOPLASTIC REMOVAL	S.F.	251.0		\$	
SP-9.13	REMOVAL OF BRICK PAVEMENT	S.Y.	50.0		\$	
SP-9.14-1	BRICK PAVEMENT (INSTALL ONLY)	S.Y.	50.0		\$	
SP-9.14-2	BRICK PAVEMENT (REMOVE & REINSTALL)	S.Y.	135.0		\$	
SP-10.02.1	TREE REMOVAL 5 TO 12"	EA.	13.0		\$	
SP-10.02.2	TREE REMOVAL >12 TO 18"	EA.	35.0		\$	
					SUBTOTAL	
101-1	MOBILIZATION = 10% of Subtotal	L.S.	1.0		\$	

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

Computed Total Price in Figures: \$ _____

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

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

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

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

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

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

[SEAL]

Name of Bidder: _____

Authorized Signature: _____

Signer's Printed Name: _____

Signer's Title: _____

STATE OF _____

COUNTY OF _____

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

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

[NOTARY SEAL]

Notary Public, State of _____

Notary Printed Name: _____

Commission No.: _____

My Commission Expires: _____



Good Faith Effort Compliance Plan Guidelines

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

Contract Name _____ Bid Date _____
Bidder/Proposer _____
Signature _____ Date _____
Name _____ Title _____

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

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

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

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

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

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



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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

TAMPA BID BOND

Contract 18-C-00008; City-wide Roadway Improvements and Street Resurfacing - FY 18 - REBID

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 18-C-00008, City-wide Roadway Improvements and Street Resurfacing - FY 18 - REBID.

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 18-C-00008 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 18-C-00008; City-wide Roadway Improvements and Street Resurfacing - FY 18 - REBID, shall include, but not be limited to, construction of various intersection and roadway-related improvements including the installation of traffic signals, roadway widening, drainage improvements and pedestrian crossings with all associated work required for a complete project in accordance with the Contract Documents.

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

TAMPA AGREEMENT

SECTION 1 GENERAL

ARTICLE 1.01 THE CONTRACT

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

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

ARTICLE 1.02 DEFINITIONS

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

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

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

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

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

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

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

and Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

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

(a)To monitor the performance of the work.

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

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

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

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

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

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

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

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters

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

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

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

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

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

ARTICLE 2.03 NO ESTOPPEL

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

ARTICLE 2.04 NO WAIVER OF RIGHTS

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

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

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

SECTION 3 PERFORMANCE OF WORK

ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY

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

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

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

ARTICLE 3.02 COMPLIANCE WITH LAWS

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

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

ARTICLE 3.03 INSPECTION

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

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

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

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

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

ARTICLE 3.04 PROTECTION

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

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

ARTICLE 3.05 PRESERVATION OF PROPERTY

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

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

ARTICLE 3.06 BOUNDARIES

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

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 3.08 TAXES

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

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

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

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

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

SECTION 4 TIME PROVISIONS

ARTICLE 4.01 TIME OF START AND COMPLETION

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

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

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

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

ARTICLE 4.02 PROGRESS SCHEDULE

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

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

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

ARTICLE 4.03 APPROVAL REQUESTS

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

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

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

ARTICLE 4.05 EXTENSION OF TIME

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

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

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

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

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

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

ARTICLE 4.06 LIQUIDATED DAMAGES

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

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

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

ARTICLE 4.07 FINAL INSPECTION

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

If such inspection reveals items 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 or (f) if the Contractor shall be adjudged a bankrupt or make an assignment for the benefit of creditors, or (g) if in any proceeding instituted by or against the Contractor an order shall be made or entered granting an extension of time of payment, composition, adjustment, modification, settlement or satisfaction of his debts or liabilities, or (h) if a receiver or trustee shall be appointed for the Contractor or the Contractor's property, or (i) if the Contract or any part thereof shall be sublet without the consent of the City being first obtained in writing, or (j) if this Contract or any right, monies, or claim thereunder shall be assigned by the Contractor, otherwise than as herein specified, or (k) if the Contractor shall fail in any manner of substance to observe the provisions of this Contract, or (l) if any of the work, machinery, or equipment shall be defective, and shall not be replaced as herein provided, or (m) if the work to be done under this Contract shall be abandoned, then such fact or conditions shall be certified by the Engineer and thereupon the City without prejudice to any other rights or remedies of the City, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and the Contractor must discontinue the work, either as a portion of the work or the whole thereof, as directed.

ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT

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

ARTICLE 9.03 COMPLETION OF DEFAULTED WORK

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

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

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

ARTICLE 9.04 PARTIAL DEFAULT

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

SECTION 10 PAYMENTS

ARTICLE 10.01 PRICES

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

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

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

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

made therefor in the Contract Documents.

ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN

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

ARTICLE 10.03 REPORTS, RECORDS AND DATA

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

ARTICLE 10.04 PAYMENTS BY CONTRACTOR

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

ARTICLE 10.05 PARTIAL PAYMENTS

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

FOR CONTRACT AMOUNTS UNDER \$250,000

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

FOR CONTRACT AMOUNTS OVER \$250,000

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

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

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

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

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

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

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

ARTICLE 10.06 FINAL PAYMENT

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

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

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

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

ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT

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

SECTION 11 MISCELLANEOUS PROVISIONS

ARTICLE 11.01 CONTRACTOR'S WARRANTIES

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

(a) That he is not in arrears to the City upon debt or contract, and he is not a defaulter, as surety, contractor, or otherwise.

(b) That he is financially solvent and sufficiently experienced and competent to perform the work.

(c) That the work can be performed as called for by the Contract Documents.

(d) That the facts stated in his proposal and the information given by him are true and correct in all respects.

(e) That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be

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

ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES

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

ARTICLE 11.03 SUITS AT LAW

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

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

ARTICLE 11.04 CLAIMS FOR DAMAGES

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

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

ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS

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

ARTICLE 11.06 LIABILITY UNAFFECTED

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

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

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

ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN

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

ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR

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

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

ARTICLE 11.11 NUMBER AND GENDER OF WORDS

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

ARTICLE 11.12 ACCESS TO RECORDS

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

SECTION 12 LABOR STANDARDS

ARTICLE 12.01 LABOR STANDARDS

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

ARTICLE 12.02 NOTICE TO LABOR UNIONS

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

ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS

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

ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS

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

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

ARTICLE 12.05 PREVAILING RATES OF WAGES

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

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

* * * * *

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

CITY OF TAMPA, FLORIDA

Bob Buckhorn, Mayor
(SEAL)

ATTEST:

City Clerk

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

Rachel S. Peterkin, Assistant City Attorney

Contractor

By: _____
(SEAL)

Title:

ATTEST:

Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

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

Notary

My Commission Expires:

For an Individual:

STATE OF _____
COUNTY OF _____

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

Notary

My Commission Expires:

For a Firm:

STATE OF _____
COUNTY OF _____

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

Notary

My Commission Expires:

PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number)_____

Name of Contractor:_____

Principal Business Address of Contractor:_____

Telephone Number of Contractor:_____

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

Principal Business Address of Surety:_____

Telephone Number of Surety:_____

Owner is The City of Tampa, Florida

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

_____ Contract Administration Department (280A4N)

Telephone Number of Owner:_____ 813/274-8456

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

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

General Description of Work and Services:_____

KNOW ALL MEN BY THESE PRESENTS That we, _____

(Name of Contractor)

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

(Name of Surety)

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

DATED ON _____, 20__

(Name of Principal)

(Name of Surety)

(Principal Business Address)

(Surety Address)

By _____

By _____
(As Attorney in Fact)*

Title _____

Telephone Number of Surety

Telephone Number of Principal

Approved as to legal sufficiency:

Countersignature:

By _____
Assistant City Attorney

(Name of Local Agency)

(Address of Resident Agent)

By _____

Title _____

Telephone Number of Local Agency

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

SPECIFICATIONS GENERAL PROVISIONS

SECTION 1 SCOPE AND INTENT

G-1.01 DESCRIPTION

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

G-1.02 WORK INCLUDED

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

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

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

G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 PLANS AND SPECIFICATIONS

G-2.01 PLANS

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

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

G-2.02 COPIES FURNISHED TO CONTRACTOR

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

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

G-2.03 SUPPLEMENTARY DRAWINGS

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

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

G-2.04 CONTRACTOR TO CHECK PLANS AND DATA

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

G-2.05 SPECIFICATIONS

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

G-2.06 INTENT

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

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

SECTION 3 WORKING DRAWINGS

G-3.01 SCOPE

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

These drawings shall accurately and distinctly present the following:

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

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

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

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

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

G-3.02 APPROVAL

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

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

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

1. The Contractor shall submit four complete sets of drawings

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

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

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

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

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

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

SECTION 4 MATERIALS AND EQUIPMENT

G-4.01 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

G-4.02 MANUFACTURER

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

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

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

G-4.03 REFERENCE TO STANDARDS

Whenever reference is made to the furnishing of materials or

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

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

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

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

G-4.04 SAMPLES

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

G-4.05 EQUIVALENT QUALITY

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

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

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

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

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

G-4.06 DELIVERY

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

G-4.07 CARE AND PROTECTION

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

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

G-4.08 TOOLS AND ACCESSORIES

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

Spare parts shall be furnished as specified.

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

G-4.09 INSTALLATION OF EQUIPMENT

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

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

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

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

G-4.10 OPERATING INSTRUCTIONS

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

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

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

G-4.11 SERVICE OF MANUFACTURER'S ENGINEER

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

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

SECTION 5

INSPECTION AND TESTING

G-5.01 GENERAL

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

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

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

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

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

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

G-5.02 COSTS

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

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

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

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

G-5.03 INSPECTIONS OF MATERIALS

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

G-5.04 CERTIFICATE OF MANUFACTURE

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

G-5.05 SHOP TESTS OF OPERATING EQUIPMENT

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

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

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

G-5.06 PRELIMINARY FIELD TESTS

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

TEMPORARY STRUCTURES

G-5.07 FINAL FIELD TESTS

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

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

G-5.08 FAILURE OF TESTS

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

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

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

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

G-5.09 FINAL INSPECTION

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

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

SECTION 6

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

SECTION 7 TEMPORARY SERVICES

G-7.01 WATER

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

G-7.02 LIGHT AND POWER

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

G-7.03 SANITARY REGULATIONS

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

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

G-7.04 ACCIDENT PREVENTION

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

G-7.05 FIRST AID

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

G-7.06 HEATING

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

SECTION 8

LINES AND GRADES

G-8.01 GENERAL

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

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

G-8.02 SURVEYS

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

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

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

G-8.03 SAFEGUARDING MARKS

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

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

G-8.04 DATUM PLANE

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

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.

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SPECIFIC PROVISIONS – STORMWATER

SP-1 Scope

The work included under these Contract Documents and as described in the Proposal comprises of tree removal, tree trimming, and root pruning, demolition and clearing of areas for stormwater and roadway installation, wastewater main collection system, maintenance of traffic, installing and maintaining erosion control protection, dewatering of canal waters and ground waters within the sheet pile boundaries, regrading of disturbed areas to match existing grades, excavation for the installation of new storm pipes, demolition and removal of existing storm pipes inlets and manholes, removal of existing wastewater manholes and piping, demolition and removal of existing roadway pavements, base, and subbase, demolition and removal of concrete driveways and sidewalks, installation of FDOT type and manholes, installation of curb inlets and grated inlets per city of Tampa specifications, installation of concrete storm piping, installation of wastewater manholes and PVC piping per city of Tampa specifications, removal and reinstallation of wastewater service laterals, removal of existing water piping, reinstallation of water piping and all appurtenant valves, restraints, fittings, steel casings etc., removal and reinstallation of water service laterals, installation of 6" concrete curb, 4" concrete sidewalk, and 6" concrete curb ramps per FDOT specifications, milling and resurfacing of select areas of asphalt pavement, pavement restoration at open cuts of roadway, installation of all signing and pavement markings as specified on the plans, sod replacement in disturbed neighboring yards and select areas within the right-of-way, restoration of neighboring yards within right of way, preserving unique landscaping features, maintaining residential access to neighboring homes during road closures.

The work consists of furnishing, constructing, installing, testing and maintaining the said roadway, storm and sanitary sewers and structures complete and in place.

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

SP-2 Permits

The Contractor will obtain permits required from any State or County agencies having jurisdiction over the roadways and for any railroad or highway crossings shown on the Plans. The Contractor shall be required to comply with all provisions of such permits regarding workmanship, schedules, maintenance of traffic, and notification of starting construction, pavement removal and replacement and other conditions under which the permit is issued. The contractor will obtain right-of-way use permits from Hillsborough County and City of Tampa as necessary for work within right-of-ways. The contractor shall obtain necessary tree removal, root pruning, and tree trimming permits including for both grand tree and non-grand trees as required and shall comply with conditions of said permits with any property owner noticing as necessary.

The Contractor shall obtain all permits required to comply with SP-4.C Maintenance of Traffic, contained herein.

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

City permit fees will be paid by the City with the exception of the tree removal permit. Right-of-way, maintenance of traffic, and tree removal permit fees shall be paid by the Contractor.

The Contractor shall require all subcontractors to be currently licensed by the City to perform the proposed work in their respective fields and to obtain permits for the execution of said work. All work shall be performed in accordance with the licenses, permits and the requirements of the current Building and Construction Regulations

Chapter of the City of Tampa Code.

The Contractor is responsible to schedule and coordinate with the City of Tampa Contract Administration Department for all required inspections and tests for all phases of work to obtain final approval thereof.

SP-3 Intent

Stormwater facilities work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor in accordance with the City of Tampa Technical Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as though it were specifically delineated or described. The cost of this work shall be included in the cost of the pay item to which it is incidental, and no additional payment will be made therefor.

SP-4.C Maintenance of Traffic and Roadway Closure Limitations

The Contractor shall arrange his work so as to minimize traffic disruption. As deemed necessary, roadway closures shall occur at off hours.

At least seventy-two hours before starting any work in City streets, the Contractor shall obtain a City of Tampa Street Closure Permit for any traffic lane or street closure within the City. The permit will establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. If the Contractor proposes a complete street closure, a detailed traffic maintenance plan shall be submitted to the City of Tampa Traffic Engineering Division together with the application for the Street Closure Permit. The traffic maintenance plan shall include proposed detour routes and locations and descriptions of direction signs for the construction area and detour routes. Two approved copies of all Street Closure Permits shall be submitted to the Engineer before starting any work in City streets. No changes to approved Street Closure Permits will be permitted without prior approval by the City. Any work within Hillsborough County right-of-way, contractor shall obtain any necessary permits.

The contractor shall start detour signage at W. Bay to Bay Blvd. to divert traffic southbound S. Manhattan Ave. traffic towards S. Westshore Blvd. for work associated within S. Manhattan Ave. Night time work hours at intersection of EL. Prado Blvd and S. Manhattan Ave. maybe requested from the Contract Administration Department and the Traffic Engineering Division.

The Contractor shall furnish and maintain all necessary signs, barricades, lights and flagmen necessary to control traffic and provide for safety to the public, all in compliance with the Florida Department of Transportation “Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations,” with subsequent revisions and additions, and to the satisfaction of the Engineer.

The cost of maintaining traffic and of any additional earth excavation, selected fill, temporary wearing surface, temporary bridges, barricades, warning lights, flagmen, and like work required therefor shall be included under the various classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no additional payment with be made therefor.

Residential access closure will not exceed four consecutive days or 100 LF in length per addressed site driveway. Contractor shall provide for pedestrian residential access through pre-constructed elevated platform/walkways constructed of aluminum or wood. Contractor shall keep on hand 300 LF of pre-constructed walkways to provide a safe ADA route from temporary parking areas to homes. Contractor shall provide for manpower to assist the residents parking on the street through the use of golf carts and overnight service. Contractor shall continuously update residents with a minimum of 48 hour notice to road and driveway closures and instructions for on street parking.

SP-6 Environmental Protection

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

SP-7 Use of Explosives

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

SP-8 Construction Start

Construction will not begin prior to receipt by the City of the required permits or until all necessary equipment and materials are on-site. If issuance of the Notice to Proceed is delayed due to permit acquisition, the contract time will be extended to suit, but no extra payment will be made to the Contractor.

SP-9 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-10 Connections Between Construction

The Contractor shall provide an approved type masonry bulkhead, spigot plug, bell cap, or standard pipe plug in the storm, manhole, junction chamber, pipe stub or other location to provide for terminating construction when the work is performed in phases and the connecting phase is not complete work.

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

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

SP-11 Construction Easements

In the event that, in the opinion of the Contractor, obtaining a temporary construction easement is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such easements from the Owner of the property. If such easements are obtained by the Contractor, they shall contain provisions to hold the City harmless from any operations of the Contractor within the easement limits. The Contractor shall not conduct construction operations on private property outside the limits of any easement obtained by the City or of any City-owned right-of-way unless a copy of the temporary construction easement agreement is filed with the Engineer.

SP-12 Releasing Facilities for Use

It is the intent of these Specifications that all newly constructed sewers and appurtenant facilities be placed in service as rapidly as an integrated portion of the facilities can be constructed, inspected and accepted by the Engineer. Acceptance or use by the City of any portion of the facilities prior to final acceptance shall not relieve the

Contractor of any responsibilities, regarding such facilities, included in the Contract.

SP-13 Material and Equipment Approval

The Contractor shall not enter into any subcontracts, or place any order, for the furnishing of any material or equipment until he has received the Engineer's written approval of the manufacturers.

SP-14 Contractor Emergency Response Time

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 Engineer for such purposes.

SP-15 Contractor's Field Office

The Contractor or an authorized agent shall be present at all times while his work is in progress. Readily accessible copies of both the contract documents and the latest approved working drawings shall be kept at the job site. Lots pending availability at 4411 and 4413 W El Prado Blvd may be utilized for an office trailer. Alternatively buildings/offices for lease located along Manhattan Ave or Westshore Blvd may be an option to consider.

SP-15.1 Inspector's Field Office

A Field office supplied by the contractor providing bathroom, water and electricity will be required for the City's Inspector. Lots pending availability at 4411 and 4413 W El Prado Blvd may be utilized for an office trailer. Alternatively buildings/offices for lease located along Manhattan Ave or Westshore Blvd may be an option to consider.

SP-16 Salvage

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

Items which are shown on the Plans or specified to be salvaged shall be removed by the Contractor, delivered, and unloaded at a location within the Department's service area, as directed by the Engineer. The cost of removing, disposing, delivering, and unloading as salvage items of pipe and appurtenances shall be included in the various classified unit price Contract Items or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-17 Sequence of Operations

The Contractor shall develop with the Engineer a complete schedule of operations which, in the opinion of the Engineer, will permit use of the facility at the earliest possible date.

Taking over of parts of the work for operation before completion of the entire project shall not relieve the Contractor of any responsibility for proper integrated operations of all parts of the work, nor shall it act to relieve him of any responsibilities under Article A-6.04 of the Agreement, for guaranty of all parts of the work, for one year after the date of acceptance of all the work on the project.

Contractor will not be permitted to close roadway corridor accessed by residents for two or more sequences of construction. Sewer and Storm must be installed and performed in one cut. Additional closures for restoration & other utility construction must be approved by the City.

See section SP-4.C for roadway closure limitations.

SP-18 Dewatering

Dewatering is the responsibility of the Contractor. All costs associated with ground dewatering and surface water pumping shall be included in the appropriate contract price for items to which dewatering is incidental, as applicable, and no separate payment shall be made therefor.

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 and by pass waters flow 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.

Contractor shall prepare several hundred feet ahead of construction area of well point dewatering to incrementally move storm pipe and sewer pipe installation and prepare for roadway open cuts on a timely schedule to minimize the time frame of roadway and driveway closures to residents. Contractor may utilize FDOT type sediment removal box system to treat water prior to discharge to manage turbidity.

SP-19 Prevention, Control and Abatement of Erosion and Water Pollution

The Contractor shall be responsible for prevention, control and abatement of erosion, siltation and water pollution resulting from construction of the project until final acceptance of the project.

He shall provide, install, construct, and maintain any covering, mulching, sodding, sand bagging, berms, slope drains, sedimentation structures, or other devices necessary to meet City, County, State and Federal regulatory agency codes, rules and laws.

The Contractor shall take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs and other water impoundments with fuels, oils, bitumen, calcium chloride or other harmful materials. Also, he shall conduct and schedule his operations so as to avoid or otherwise minimize pollution or siltation of such streams, and the like, and to avoid interference with movement of migratory fish. No residue from dust collectors or washers shall be dumped into any live stream.

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

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

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

The Contractor shall not disturb lands or waters outside the limits of construction except as may be

found necessary and authorized by the Engineer.

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

The Contractor shall 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-20 Project Sign

The Contractor shall furnish two project signs as shown on the detail included herein, and install it in the construction area as directed by the Engineer within five (5) days of the Notice to Proceed date.

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.

No extra payment will be made for obliterating of certain names and offices and replacement thereof with others because of administrative changes during the course of the Contract.

SP-21 Informational Sign

The Contractor shall provide up to six (6) each 48" x 48" informational signs, lettered and located in accordance with Department of Transportation and Stormwater Services, Traffic Division.

The cost of fabrication, erection, maintenance and removal upon project completion of the informational signs, 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. No extra payment will be made for obliterating of certain information and replacement thereof with other because of changes during the course of the Contract.

SP-22 Construction Operations

In City streets, excavated materials shall, where practicable, be deposited upon streets, sidewalks, driveways, or other paved surfaces within the street right-of-way, except that interruptions to the use of driveways shall be kept to a minimum. The Contractor shall clean up areas from which soil has been removed at the end of each day by sweeping, washing, or other approved methods. When the work is halted by rain, the Contractor shall clean up the working areas before leaving the site.

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

In general, pipes shall be laid in open cut, except when another method, such as jacking, augering or tunneling is shown on the Plans, specified or ordered.

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

Please refer to roadway closure limitations in SP4.C

SP-23 Project Cleanup

Cleanup is extremely important and the Contractor will be responsible for keeping the construction site neat and clean with debris to be removed regularly as the work progresses.

SP-25 Work in Streets City Streets

All work within streets and highways shall be subject to the regulations and requirements of the appropriate agencies. Within the City of Tampa, streets and highways are under the jurisdiction of the City of Tampa, Department of Transportation and Stormwater Services or State of Florida, Department of Transportation. Outside the City of Tampa, streets and highways are under the jurisdiction of the County of Hillsborough or the State Department of Transportation.

Methods and materials of construction used in restoration within such streets and highways, including pavement, sidewalk, curb, curb and gutter removal and replacement, replacement of storm sewerage facilities, excavation and backfilling, and the storage of plant, materials and equipment shall conform to the requirements of the City of Tampa and, where applicable, the County of Hillsborough or State Department of Transportation, and will be subject to the inspection and approval of the duly authorized representatives of the City, County and the State.

SP-26 Surface Restoration

Where construction activities are conducted in existing grassed areas, the grassed areas shall be restored as specified or directed by sodding or grassing. Such restoration of grassed areas shall conform to the requirements of the Workmanship and Materials section headed "Sodding."

The Contractor shall replace or repair all ground surfaces damaged during construction. Any bushes, flowers, gardens, patios, lighting system, other landscaping, and irrigation systems disturbed by the construction project shall be repaired or replaced by the Contractor. The cost of such ground surface repair shall be included in the various classified unit price Contract Items, or in the specific contract item, as applicable, and no separate payment will be made therefor. Existing corrugated metal and concrete pipe culverts removed during the construction work shall be stored and maintained in sound, useful condition and replaced upon completion of the work. Culverts damaged by the Contractor shall be replaced with new culverts meeting the applicable requirements of the Standard Specifications for Road and Bridge Construction published by the Florida Department of Transportation. No separate payment will be made for replacement of damaged culverts.

SP-27 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, playground 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 Utility Protection Considerations and Work Adjacent to Utilities

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

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

SP-30 Conflict Structure

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.

SP-31 House Services

The various utilities, along the line of the work, which are shown on the Plans or located in the field during the course of the work, may have house services connected to them. The Contractor is required to give all utility agencies 48 hours' notice prior to start of work. The Contractor shall notify the various utility companies by calling the Sunshine State One Call of Florida, Inc. (1-800-432-4770) or, if necessary, by contacting the utilities individually. When such notice is properly given, the utility having jurisdiction will locate house services along the line of work. The Contractor shall protect all existing house services which are shown on the Plans or located in the field during the course of the work. The Contractor shall arrange his operations to avoid any damage or disruption of water, gas, sewer, electric, telephone, and other house services.

Methods and techniques used by the Contractor to protect and maintain house services shall be subject to the prior approval of the Engineer. Water and sewer services shall be maintained during construction and should be maintained active throughout the course of construction. Contractor shall provide temporary services for sewer and water to avoid interruption. Upon completion of storm, sewer, and water piping construction, contractor shall restore to final condition the water and sewer services as depicted in the plans and the project specifications.

Water and sewer services damaged or removed due to the work methods of the Contractor shall be replaced by the Contractor to such limits as directed by the Engineer, unless otherwise noted on the plans. Materials used for such replacements shall be similar to those in the existing service or shall conform to the current standards of the utility as directed by the Engineer. All damaged water and sewer services shall be promptly repaired and shall be returned to service within 24 hours after the damage has occurred.

Other public utility house services which are damaged or removed due to the work methods of the Contractor will be repaired by the utility having jurisdiction and the cost of such repairs shall be borne by the Contractor.

Where the relocation or special maintenance of house services, as shown on the Plans, is required during construction of new pipelines the disruption of such services shall be kept to a minimum period of time as approved by the Engineer.

Unless otherwise specified in other Contract Items, or in the total Lump Sum Price, as applicable, the cost of protecting, replacing, repairing, relocating and maintaining house services shall be included in the various classified unit price Contract Items for pipelines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

The maintenance and guaranty provisions of the Agreement shall also apply to all repairs and replacements of damaged or relocated services accomplished by the Contractor.

SP-33 Protection of Trees and Shrubs

All trees and shrubs, except where otherwise shown or ordered, shall be adequately protected by boxes, fences, 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 potentially damaging construction activities are completed (see attached tree barricade detail). The Parks Department must inspect the site after tree protection devices have been installed and prior to construction. A 48-hour notice must be given to Parks Department to schedule the inspection. No excavated or backfill material shall be placed in a manner which, in the opinion of the Engineer, may result in damage to trees or shrubs. 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 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 or the root system shall be pruned, 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 on trench, tunnel, 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, or for required root pruning. The City's approved arborist shall be present for all activities associated with both grand tree and non-grand trees. The contractor shall trim necessary tree canopies and root prune within excavation areas the trees that are to remain to allow for construction activities with the City's approved arborist present during such activities.

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

SP-34 Existing Storm Sewer Facilities

In the course of the work, it will be necessary to perform construction activities under or closely adjacent to existing culverts and other storm sewer facilities. The Contractor shall protect all existing storm sewer facilities which are shown on the Plans or located in the field during the course of the work. When approved by the Engineer, relocation or special maintenance of storm sewer facilities during construction will be permitted. Disruption of service shall be kept to a minimum.

Facilities which are damaged due to the work method of the Contractor shall be replaced by the Contractor to such limits as directed by the Engineer. Materials used for such replacements shall be similar to those used in the existing facility and shall conform to City Standards for the construction of storm sewers for work done in the City of Tampa. Work done outside the City shall conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction."

The cost of protecting, replacing, relocating and maintaining storm sewer facilities shall be included in the various classified unit price 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.

The maintenance and guarantee provisions of the Agreement shall also apply to all replacements of damaged or relocated storm sewer facilities accomplished by the Contractor.

The contractor shall be responsible for maintaining all existing private and public stormwater drainage connections into the existing stormwater system. All drainage connections shall be maintained and/or restored. Any yard drain connections within the vicinity of the Existing S. Shamrock Ave Box Culvert shall be handled per the project plans and specifications.

SP-35 Work in Private Property

Where portions of the work are constructed in easements through private properties, the limits of such City-owned easements are as shown on the Plans.

Upon completion of work in City-owned easements, the Contractor shall restore the property, including all fences or other structures disturbed by his operations, as nearly as possible to the condition in which he found it. No material shall be used or removed from private property without the approval of the Engineer.

The Contractor shall confine his operation in such private properties within the limits of the easements as shown or directed by the Engineer.

The Contractor shall further comply with all provisions of the grants of the City-owned easement and shall assume full responsibility as the agent of the City for all obligations of the City under such grants of easement in connection with the construction of pipelines.

The Contractor shall not enter upon or occupy any private land outside of the limits of the City-owned easement unless a copy of the written consent of the Owner is filed with the Engineer. The Contractor shall conduct his operations along easements through private property so as not to damage the property and to interfere with its ordinary use as little as possible.

SP-36 Fences

Temporary fences, where required, shall be "wood and wire fence" or other suitable fencing as approved by the Engineer.

Permanent fences shall be restored by the Contractor and shall be finished and installed so that the restoration is equal to the original. Only those portions of original fencing or materials therefrom, that the Engineer approved for reuse shall be used by the Contractor in fence restoration. All other materials, including lumber, paint, creosote, concrete and metal products, shall be furnished by the Contractor.

The cost of temporary fences and permanent fence restoration shall be included under the various classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefor.

SP-37 Data to be Submitted on Pipe

Within ten days after the date the Contractor is issued the Notice of Award and prior to his entering into any subcontract for the manufacture or purchase of any pipe, the Contractor shall submit to the Engineer, in an amount equal to four (4) sets to be retained by the City plus the number of sets desired by the Contractor, the following information:

1. The name and address of the pipe manufacturer and the location of the plant at which the pipe will be

manufactured.

2. A general description of and specifications for the pipe and pipe joints proposed.
3. Notarized certificates of manufacture for VCP, PVC, HDPE, and DIP stating conformance to applicable standards and specifications.
4. Any additional information that the Engineer may deem necessary in order to evaluate the qualifications of the manufacturer and to determine the suitability of the proposed pipe to meet the requirements of the Contract Documents.

The Contractor shall not enter into any subcontract for the furnishing of pipe until he has received the Engineer's approval, in writing, of the proposed manufacturer and pipe.

All pipes of specified classes and materials shall be of one kind and shall be produced by a single manufacturer.

SP-38 Inspection of Reinforced Concrete Pipe

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

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: C14

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-39 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-40 Concrete Requirements

Workmanship and Materials Section 400 of FDOT Standard Specifications shall apply to all concrete work.

SP-43 Sand-Cement Riprap Bags

Bags made from synthetic fiber or material shall not be used on this project. The preferred bag material is jute.

SP-44 Standard for Filter Fabric

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

SP-45 Measurement for Payment

The quantity, in linear feet, to be measured for payment under the various classified unit price Contract Items for pipelines in open-cut, or in the total Lump Sum Price, as applicable, shall be the actual length of new pipelines placed in the work, as shown, specified and directed. 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 as follows:

1. The measured length of gravity sanitary sewers, regardless of pipe material, will include all fittings, short tunnels and manholes with no deductions for wyes, tees and the width of manholes. Deductions in the measured length of gravity sanitary sewers will be made for the width of structures, such as junction boxes, measured from the outside face to the outside face of the structure walls, plus one foot.
2. The measured length for sanitary or stormwater force mains will include all fittings and short tunnels with deductions for the laid length of valves.
3. 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.

SP-46 Filling Abandoned Sanitary and Stormwater Pipes

The Contractor shall pump a lean mixture of grout into stormwater and sanitary 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 grouting shall be carried out by pumps.

This work shall be carried out after the proposed sanitary sewer or stormwater pipe is in service.

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 therefore

SP-47 Sanitary Sewer House Lateral Reconstruction

All sanitary sewer house laterals, in conflict, shall be reconstructed as indicated on the plans and as directed by the Engineer.

The laterals shall be constructed as indicated on the sanitary sewer standard sheet.

SP-48 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 one-thousand (100) linear feet of residential roadway be open 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-50 Cut Sheets

The Contractor shall furnish the Engineer with cut sheets for all pipelines installed under this Contract. The cut sheets shall be arranged in a format approved by the Engineer and shall indicate the pipe invert elevation shown on the Plans; the actual, existing ground surface elevation; and the computed cut from ground surface to pipe invert at manholes and at changes in pipe class and bedding class. The cut sheets will be reviewed by the Engineer and shall be revised as necessary by the Contractor to meet the approval of the Engineer.

SP-51 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-56 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 classified unit price Contract Items for pipelines, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefore.

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-59 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.

SP-60 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-61 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 classified unit price Contract Items, or in the total Lump Sum Price, as applicable, and no separate payment shall be made.

SP-64 Sewer Bypass Pumping

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

OPERATING BYPASS PUMPS	REQUIRED BACK-UP PUMPS
1-3	1
4-6	2
7-9	3

The hydraulic design of the bypass system shall be the sole responsibility of the Contractor. All pumps shall be of a type suitable for pumping stormwater over an indefinite period without clogging or requiring shutdown for routine maintenance. The Contractor shall submit a complete plan for his bypass system including, but not limited to,

pump size and type, pump flow characteristics, and piping size, type, and diameter. All pumps shall be properly secured to avoid damage/vandalism/unauthorized shutdown and baffled to comply with all noise abatement standards. The costs of bypass pumping shall be included in the various Contract Unit Price Items, or in the total Lump Sum Price, as applicable, and no separate payment will be made therefore.

SP-69 New Electric Service

"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." (General Provisions G-7.02.)

Prior to construction, the City will pay TECO an installation fee for new service, which will be good for the duration of the contract. Any additional fees required shall be the responsibility of the Contractor.

The installation of the new permanent electrical service as well as any coordination with the City or County electrical inspection and with Tampa Electric Company shall be solely the responsibility of the Contractor. TECO will not perform any work without the following: (1) All fees paid. (2) Inspection by the appropriate electrical department.

SP-72 Request for Information and Shop Drawings

Contractor shall prepare and submit up to four (4) hardcopies and one (1) bookmarked, unsecured electronic post document format (PDF) file for all Submittals, RFI, and Shop Drawings. The City will review the submittals and return one (1) hardcopy and PDF file of the marked up submittal to the contractor. The contractor shall have approved hard copies of all submittals at the job site. Each electronic submission must be in a high resolution color format and shall be original electronic documents from the manufacturer. Hardcopies shall be high quality printed in color. Scanned printouts or poor quality resolution PDF files will not be accepted.

SP-73 Work Directive Change

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

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

SP-85 Storage of Materials

Unless otherwise directed, the Contractor may not use that portion of the right-of-way located between the existing/proposed curb lines or existing/proposed edges of pavement to store pipe, structures, materials, surplus excavated fill, or equipment other than that used for excavating or dewatering. The Contractor may use that portion of the right-of-way behind the existing or proposed curb line or off the edge of pavement for storage provided that this use does not obstruct pedestrian or vehicular traffic and conforms to the City's Tree Ordinance. If the area behind the curb line/off the edge of pavement is insufficient in size to accommodate the Contractor's storage needs, the Contractor is required to secure the use of a vacant parcel of land for use as a storage site for the duration of this project. Upon completion of the project, all storage areas will be restored to a condition which meets or exceeds the pre-construction condition of the storage area. Payment for use and restoration of storage areas will be included in

the appropriate lump sum pay items and unless the area is within the pipeline pay limits, no separate payment will be made therefor.

SP-86 Temporary Stockpiling

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

Public Right-of-Way

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

Location other than Public Right-of-way

- b. The Contractor shall:

- 1) Obtain the permission (in writing) from the owner of the property where stockpiling is desired.
- 2) At his own expense present the above letter and a contour plan of the site to the Engineer for approval of the stockpiling site.

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

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

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

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

SP-89 Temporary Work Stoppages

The Contractor shall temporarily discontinue all construction activities from, and including, Thanksgiving Day through the following Sunday, and December 24 through January 2.

Prior to temporary work stoppages, all streets shall be restored to permit access to all businesses and residences and to allow ingress and egress by local traffic only. The Contractor shall maintain all streets at this condition level for the duration of the shutdown period.

All equipment, except that used for excavation and well pointing, and all materials including, but not limited to, manhole structures, pipe, and stockpiled material shall be removed to either the Contractor's storage lot or to a location outside the project area as approved by the Engineer.

The Contractor will also be required to accommodate the annual Gasparilla Parade and Gasparilla Run by ceasing construction activities and providing ingress and egress to allow local traffic only. The time limits for these requirements shall be from one day before to one day after the Gasparilla Parade and the Gasparilla Run. Accommodation of these events will entail restoration of all streets to at least a sand seal coat of crushed concrete or limerock base. All equipment, except that used for excavation and well pointing, and all materials including, but not limited to, manhole structures, pipe, and stockpiled material shall be removed to either the Contractor's storage lot or to a location outside the project area as approved by the Engineer.

All costs associated with furnishing labor, equipment, temporary pavement restoration, demobilization,

mobilization, signage, barricades, clean-up, security, and any other incidentals required to accommodate the Thanksgiving, Christmas and New Years' Holidays and Gasparilla Parade and Race shall be included in the various contract unit prices, and no additional payment shall be made therefor.

SP-92 Project Videotaping

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

SP-95 Reconstruction of Swales

This project consists of areas where existing ditches or swales shall be regraded according to the typical section and design as indicated on the Plans.

The Contractor may be required to fill existing ditches or swales as per designed elevations. The Contractor is to use excavated, suitable material from the work site first before importing suitable fill material.

The cost of ditch or swale reconstruction including all material, labor, equipment, etc., to complete the job, excluding the cost of sodding, shall be included under the various classified unit price items, or in the total Lump Sum Price, as applicable, and no additional 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 stormwater pipe and for sanitary sewers, as shown on the Plans and directed by the Engineer per the city of Tampa Stormwater Tech Specification and Details.

SP-109 Existing Sprinkler System

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.

All costs associated with any sprinkler system repaired or replaced within the described construction area shall be included in various unit price items and no additional payment shall be made, thereof.

SP-112 Removal of Existing Pavement

The Contractor shall remove existing pavement and additional excavated material required for proposed pavement grade as indicated on the Plans and as directed by the Engineer.

The removal of existing pavement shall include the regrading of the shoulder, etc., as indicated on the Plans.

The cost of existing pavement removal and additional dirt removal including all labor, equipment, etc., to complete the job shall be included under the various classified unit price items, or in the total Lump Sum Price, as applicable, and no additional payment shall be made therefor.

SP-122 Foundation Rock (#57)

The Contractor shall also provide 2-foot thick foundation rock fully wrapped with filter fabric under all manholes and inlets of this project. The filter fabric shall be included in the price of rock, and no additional payment shall be made. Where found necessary, the Engineer has the right to increase foundation rock with filter fabric at the same unit bid price.

SP-129 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 Department of Transportation and Stormwater Services drafting standards, as well as the Standards of Practice / Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Settings shall be as follows: Color: CYAN, Line Type: CONTINUOUS, Font: ROMANS, Layer Name: AS-BUILT, AutoCAD Menu Name: ACAD.MNU, and File Format: AUTOCAD latest version.

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 / 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.

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 (or in the same format as depicted on the construction plans) and shall be clearly shown on the drawing files.

4. 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 and Adobe PDF. One signed and sealed paper copy shall be sent to the Department of Transportation and Stormwater Services, Engineering Division.

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-130 SAFETY:

A. Responsibility: Employees shall immediately report any unsafe work practice or unsafe condition to their supervisor(s). The Contractor is solely responsible for the safety of 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 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. 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.

E. 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].

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

G. 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.

H. 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, eyewash and body wash facilities must be provided in the immediate area.

I. 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-137 Post-installation Testing of PVC Gravity Pipe

In accordance with the provisions of Workmanship and Materials Section 11 – PVC Pipe Gravity, subsection W- 11.07, all PVC pipelines shall be leakage tested, deflection tested, and T.V. inspected prior to final acceptance of the project. The Contractor shall be responsible for performing all tests and inspections on the pipeline. The City will no longer perform the T.V. inspection.

In the instance of a “point repair” the requirements to leakage test, deflection test and/or perform a TV inspection will not be required. A point repair in a gravity line is defined as replacing any distance of sewer pipe, but not the entire length of pipe, between manholes. If the entire length of pipe between manholes is replaced the leakage test, deflection test and TV inspection will be required. A point repair in a force main is defined as replacing a length of up to two contiguous nominal sections of pipe.

All costs associated with pipeline testing and TV inspection shall be included in the various contract unit prices, and no separate payment will be made therefore.

SP-138 Possible project locations:

- Bayshore Blvd. (Interbay Blvd. to W. Marlin Ave.) (Adeste) (Complete Streets) – Curb install and reprofile. (Not on website) Plans attached.
- Cypress St (Himes Ave to Boulevard) – Road widening to 5 lanes <https://www.tampagov.net/tss-transportation/info/projects/cypress>
- East Tampa CRA Resurfacing – 25,619 SY resurfacing area. See attached project map.
- Hampton Terrace Neighborhood Resurfacing and Traffic Calming – 37,123 SY resurfacing area. Project fact sheet located on website.
- Himes Ave Bike Lane (Selmon Expressway to Euclid Ave) – Mill and resurfacing. Adding bike lane and buffer. (Not on website) Plans attached.
- Historic Hyde Park Neighborhood Resurfacing – 31k SY resurfacing area. Project Fact Sheet located on website.
- Howard Ave/Dekle Ave/De Soto Ave Intersection Imp – Reconfigure intersection. New sidewalks to be installed. https://www.tampagov.net/tss-transportation/info/projects/howard_dekle_de_soto
- Platt St – S&PM (Delaware Ave to Bayshore Blvd) – Resurface and reconfigure markings. (Not on website) Plans attached.
- Willow Ave at Kennedy Blvd Intersection Imp. – LT lane to be added from NB to WB. Road widening project. https://www.tampagov.net/tss-transportation/info/projects/willow_kennedy
- Cypress St (Himes Ave to Boulevard) – Road widening to 5 lanes <https://www.tampagov.net/tss-transportation/info/projects/cypress>

STORMWATER - CONTRACT PAY ITEMS

C1.00 - Contingency

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	LS

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; establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities; and all other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, to be constructed under this Contract as shown on the Plans and directed by the Engineer.

Payment for Mobilization will be made at the appropriate Contract Unit Price per 8.5% of the Work Order.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
101	Mobilization – 8.5% of work order	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. 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 the City's Right-of-Way Department for permit.

Payment for Maintenance of Traffic will be made at the appropriate Contract Unit Price per 10% of the Work Order.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
102	Maintenance of Traffic – 10% of work order	LS

C1.04 – SILT FENCE & EROSION CONTROL, Soil Tracking, Inlet Protection System

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 and City of Tampa Specifications – SP-19. The City of Tampa Specification SP-19 shall take precedence.

Payment for Silt Sediment Barriers will be made at the Contract Linear Foot (LF) Price and Per Each prevention/protection system installed, respectively.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
104-13	Silt Fence and Erosion Control	LF
104-18	Inlet Protection System	EA

C1.051 –ROOT PRUNING

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 Unit Price per linear foot (LF).

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
105-1	Root Pruning	LF

C1.052 - 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 work includes, but is not limited to, the following: removal of stumps and brush and the removal of any undesirable material within the limits of construction as shown in the Contract Drawings. All tree removal shall be done via hand methods with chainsaw and a rubber tire skid steer to prevent an impact to adjacent trees, properties, structures, and shall conform to the City of Tampa Natural Resources Chapter 13.

Payment for the Tree Removal will be made at the appropriate Contract Unit Price per Each (EA).

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
105-2A	Tree Removal – 4”-8” dbh	EA
105-2B	Tree Removal – 9”-24” dbh	EA

C1.101 - CLEARING AND GRUBBING

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

Work in this Contract Item includes, but is not limited to, removal and disposal of stumps, roots, concrete, concrete pavement, building structures, fencing, pavement, and tree protection, as specified on the Plans.

Clearing and Grubbing shall conform to Section 110 – Clearing and Grubbing of the Specifications. Disposal of debris shall conform to the City Standard Specifications for Workmanship and Materials Section 113 – Disposal of Debris.

Payment for Clearing and Grubbing will be made at the Contract Unit Price per each - (AC) acre of disturbed land or removal of concrete, concrete pavement per square yard (SY)

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
110-1	Clearing and Grubbing	AC
110-4-A	Removal of existing concrete pavement	SY

C1.103- GROUTING OF EXISTING STORM PIPE

The Contractor shall furnish and install all labor, materials, services, equipment and appurtenances to access pipe at both ends, plug, grout and abandon the existing stormpipes that are located in the project area which may include areas outside the limits of new construction as shown on the plans specified and directed by the Engineer.

The work includes, but is not limited to, the following: grouting and abandonment of existing stormpipe in the project area which may include areas outside the limits of the new construction of pipe areas as shown in the Contract Drawings.

Grouting shall conform to the FDOT Workmanship and Materials Section 121 – Flowable Fill.

Payment for the grouting and abandonment of Existing Storm Pipe will be made at the appropriate Contract Unit Price per cubic yard (CY).

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
110-3	Grout existing stormwater pipe lateral	CY

C1.20 – EXCAVATION AND REMOVAL OF SOIL

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, disposal of surplus excavated material, and protection of adjacent facilities, 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 Excavation will be made at the Contract Item Unit Price per Cubic Yard (CY) of soil material excavated per truckload.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
120-1	Regular subsoil excavation and disposal	CY

C1.30 CLEAN FILL MATERIAL – SAND and #57 Stone

The Contractor shall furnish, from sources other than excavations made in the Contract, transport, place, and compact select sand as ordered by the Engineer in writing and not specifically included under other Contract Items. The work also includes disposal of surplus excavated material and all labor and equipment. Select sand shall be as defined under Workmanship and Materials Section 2 – Backfilling.

The work does not include transporting, placing, and compacting approved surplus sand from excavations made in this Contract. The Contractor shall use all such approved surplus sand available from excavations made in this Contract prior to supplying select sand from other sources.

The quantities of Select Clean Fill Material - Sand, obtained from sources other than excavations in this Contract, in cubic yards, to be measured for payment will be the actual compacted volume of select sand placed within the payment limits shown on the Plans or established by the Engineer.

Select sand used to fill voids resulting from unauthorized excavation, or where required for dewatering, will not be measured for payment even though their use is ordered by the Engineer.

Payment for Select Fill Material – Sand and #57 Stone, ordered by the Engineer in writing, will be made at the Contract Unit Price per cubic yard of sand fill material.

No payment will be made under this Contract Item for approved surplus sand obtained from excavations made in this Contract.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
130	Clean Fill	CY
130-2	#57 Stone	CY

C1.35 DITCH GRADING/REGRAIDING

The Contractor shall furnish all materials, equipment, and labor for ditch cleaning 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, disposal of surplus excavated material, and protection of adjacent facilities, 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 Ditch Grading/Regrading will be made at the Contract Item Unit Price per Linear Foot (LF) of material excavated soil.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
135	Ditch Grading/Regrading	LF

C1.60 –STABILIZATION

The Contractor shall furnish all materials, equipment, and labor for the required stabilization 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 stabilize designated portions of the roadbed to provide a firm and unyielding subgrade, having the required bearing value specified in the Plans. Contractor to perform work in accordance with an approved Quality Control Plan meeting the requirements of FDOT Specifications for Workmanship and Materials Section 160- Stabilizing.

Restoration of City Streets shall conform to the requirements of the City Standard Specifications for Workmanship and Materials Section 16 – Restoration of Street Pavements. The City of Tampa performs all compaction and stabilization testing.

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

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
160-5-2	12” Stabilization – subbase Type C	SY

S2.85 – OPTIONAL BASE, CRUSHED CONCRETE

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 and Section 200- Rock Base.

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 Optional Base will be made at the appropriate Contract Square Yard (CY) Price Crushed Concrete.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
285	Crushed concrete base	CY

C3.27 – MILL EXISTING ASPHALT PAVEMENT IN 1-IN INCREMENTS AND LEVELING

The Contractor shall furnish all labor, equipment and materials to mill existing asphalt pavement as shown on the Plans, specified, and directed by the Engineer.

The workmanship and method shall be as described in the latest FDOT Standard Specifications for Road and Bridge Construction book, Section 327, Milling of Existing Asphalt Pavements.

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

The quantity of mill Existing Asphalt Pavement to be measured for payment will be the actual area of asphalt pavement milled, shown in the Plans or as specified and ordered by the Engineer.

Core sample testing will be supplied by the City of Tampa for all milling areas. If none are available, the contractor will assume that depth of the milling locations will be above the base material.

Payment for Mill Existing Asphalt Pavement will be made at the Contract Item Unit Price per square yard (SY) of asphalt pavement milled.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
327	Mechanical milling 1-in increments (4-1/2")	SY

C3.37 - TRAFFIC C SP-9.5 and SP12.5

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 Friction Course 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 337 – Asphaltic Concrete Friction Courses.

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 Traffic C SP-9.5 and 12.5 will be made at the appropriate Contract Item Unit Price per ton (TN) of asphalt pavement.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
337-7-83	Superpave asphaltic concrete, SP12.5	TN
339-1	Miscellaneous Asphalt Pavement (driveway)	TN

C4.25 – STORMWATER INLETS AND MANHOLES

The Contractor shall furnish all materials and equipment, test, construct, install, reconstruct, and maintain the stormwater inlets and stormwater manholes 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, Manholes and Junctions Boxes and FDOT Index 200 – Manholes. Manhole frames and covers shall conform to the City of Tampa standards.

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

Not included in the work are additional earth excavation and additional select fill material which, if ordered or specified, will be included for payment under other Contract items.

The number of Inlets and Manholes to be measured for payment will be the actual number of such structures installed or adjusted in the work.

Payment for Inlets and Manholes will be made at the appropriate Contract Item Unit Price per Each (EA).

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
425-1-918	Inlet, Grate Type E, <10' (FDOT)	EA
425-2	Stormwater manhole, P-7, <10' deep (3.5'x3.5') (FDOT)	EA
425-3	Stormwater manhole, J-7, <10' deep (4'x4') (FDOT)	EA
425-4	Inlet, City of Tampa, curb type 1, <10'	EA
425-5	Inlet, City of Tampa, curb type 2, <10'	EA
425-6	Inlet, City of Tampa, curb type 3, <10'	EA
425-7	Inlet, City of Tampa, curb type BR-1, <10'	EA
425-1-917	Inlet, City of Tampa, curb type T, <10'	EA
425-2-61	Manholes, P-8 <10'	EA
425-2-71	Manholes, J-7 <10'	EA
425-41	Inlet, Adjust	EA
425-51	Stormwater Manhole, Adjust	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 and FDOT

The work includes all removal of sidewalks, driveways, curbs, curb and gutter, existing storm sewer systems, and permanent pavement; 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, 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 or Mitered End Section installed per each (EA).

Payment for structures will be made at the appropriate Contract Item Unit Price per each installed along the pipeline.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
430-15	15" Round Stormwater pipe (RCP)(CLIII)	LF
430-18	18" Round Stormwater pipe (RCP)	LF
430-24	24" Round Stormwater pipe (RCP)	LF
430-36	36" Round Stormwater pipe (RCP) (CLIII)	LF
430-42	42" Round Stormwater pipe (RCP) (CLIII)	LF
430-48	48" Round Stormwater pipe (RCP) (CLIII)	LF
430-12-18	12"x18" Elliptical Stormwater pipe (ERCP)	LF
430-14-23	14"x23" Elliptical Stormwater pipe (ERCP)	LF
430-19-30	19"x30" Elliptical Stormwater pipe (ERCP)	LF
430-29-45	29"x45" Elliptical Stormwater pipe (ERCP)(CLIV)	LF
430-34-53	34"x53" Elliptical Stormwater pipe (ERCP)(CLIV)	LF
430-38-60	38"x60" Elliptical Stormwater pipe (ERCP)(CLIV)	LF
430-E15	15" Round/12"x18" Mitered end section	EA
430-E18	18" Round/14"x23" Mitered end section	EA
430-E24	24" Round/19"x30" Mitered end section	EA
430-E36	36" Round/29"x45" Mitered end section	EA
430-E42	42" Round/34"x53" Mitered end section	EA
430-E48	48" Round/38"x60" Mitered end section	EA
430-12	Connect stormwater pipe to existing structure	EA
430-13	Removal of existing stormwater structure	EA

C4.40 – 6" STORMWATER UNDERDRAIN – FDOT

The Contractor shall furnish all labor, equipment, and materials to construct and maintain all permanent underdrains, underdrain cleanout structures, underdrain inspection boxes and underdrain outlet pipes. The underdrain will be only perforated pipe as shown on the Plans, specified, and directed by the Engineer.

All underdrain work under this section shall conform to the latest FDOT Standard Specifications – Workmanship and Materials Section 440 - Underdrains.

The work includes all excavation, filling, shaping, grading, other appurtenant work complete in place to install the underdrain.

Payment of the underdrain will be made at the Contract Item Unit Price per linear foot (LF) of underdrain placed including clean outs.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
440-117	6" underdrain – stormwater	LF

C5.15 – PIPE HANDRAIL – GUIDERAIL – ALUMINUM

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

Handrails shall conform to the requirements of the FDOT Standard Index 870 and associated specifications.

The work includes all excavation, assembly, steel beams, brackets, shoring, bracing, filling, shaping, grading, hardware, impact heads, and all appurtenant work complete in place.

The quantity of Handrails to be measured for payment will be the actual length of handrail placed in the work within payment limits shown on the Contract Plans, specified, and directed by the Engineer.

Payment for Handrails will be made at the Contract Item Unit Price per linear foot of handrail placed.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
515-1-2	Pipe handrail – guiderail – aluminum	LF

C5.20 – PERMANENT CURB AND GUTTER REPLACEMENT

The Contractor shall furnish all labor, equipment, and materials to construct and maintain all permanent concrete, bituminous, and reset of granite curb or curb and gutter, 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 and gutter replacement, Miami gutter, and other appurtenant work complete in place.

The length of Permanent Curb and Gutter Replacement to be measured for payment will be the actual length of gutter placed in the work within payment limits for surface restoration shown on the Plans, or ordered by the Engineer.

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

Payment of Permanent Curb and Gutter Replacement or granite reset will be made at the Contract Item Unit Price per linear foot (LF) of curb and gutter placed.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
520-1-10	Concrete curb and gutter, type F	LF
520-2-4	Concrete curb and gutter, type D	LF
520-2-5	Ribbon curb	LF
520-3	Gutter, Valley	LF
520-7-2	Granite curb, reset	LF

C5.22 - PERMANENT SIDEWALK/DRIVEWAY REPLACEMENT

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

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

Replacement of architectural pavers shall also conform to the latest version of the FDOT Standard Specification – Workmanship and Materials Section 526 – Architectural Pavers.

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 in place.

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

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

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

Payment for Permanent Sidewalk/Driveway Replacement will be made at the Contract Item Unit Price per square yard (SY) of sidewalk/driveway replaced, restored, or removed/replaced.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
522-1	Concrete sidewalk, 4" thick (3000 psi)	SY
522-2	Concrete sidewalk, 6" thick – driveways (3000 psi)	SY

C5.50 – FENCING, ALUMINUM OR WOOD

The Contractor shall furnish all labor, equipment and materials to remove and reset aluminum fencing as shown on the Plans and as directed by the Engineer.

The work includes all labor, equipment, and materials necessary to remove and reset aluminum fencing, new 6' wood or chainlink fencing, gates to the dimensions, and limits, as indicated on the Plans.

Fencing, Aluminum or wood shall conform to the requirements of the latest version of the FDOT Standard Specifications – Workmanship and Materials Section 550 – Chain Link Fencing and Wood fence Repair or Replacement.

Payment for Fencing shall be made under the appropriate Contract Item Unit Price per Linear Feet (LF) reset.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
550-10-222	6' high chainlink or wood fence, reset	LF

C82.00 – BRICK PAVEMENT

The Contractor shall furnish all labor, materials, equipment and services to replace, install or reinstall and maintain all brick roadways areas removed or damaged by pipeline construction and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

The work includes all excavation, filling, shaping, grading, base material, sand cushion; cleaning, storing, securing, and installation of brick; grout, lawn replacement incidental to brick replacement, curbing, and all other appurtenant work complete in place.

Brick pavement shall conform to the requirements of the latest version of the Standard Specifications – Workmanship and Materials Section 42 – Vitrified Brick Pavement Replacement.

Payment for Vitrified Brick Pavement Replacement will be made at the Contract Item Unit Price per square yard (SY) of brick pavement replaced, removed or removed and installed below.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
8200-1	Removal of brick pavement	SY
8200-2	Brick pavement (install only)	SY
8200-3	Brick pavement (remove and reinstall)	SY

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 construction and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

Sod replacement by St. Augustine (8901), Bahia sodding (8902) or equal shall conform to the requirements of the Workmanship and Materials Section 2930 – Sodding and Hydroseeding and FDOT Workmanship and Materials and Technical Specifications Section 570 – Turf.

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 yards, to be measured for payment will be the actual area of seeded or Bahia 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 Square Yard (SY) Unit. Payment for HydroSeed will be made at the appropriate Contract Item Square Yard (SY) Unit.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
8901	Sod – St. Augustine	SY
8902	Sod – Bahia	SY

C92.50 –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 appurtenant work complete in place. All ADA pedestrian ramps will comply with FDOT Index 304, 2015 Design.

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 of the pedestrian ramps placed.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9250	ADA Compliant Ramps	EA



Page 2 of 2 – DMI Payment

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

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

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

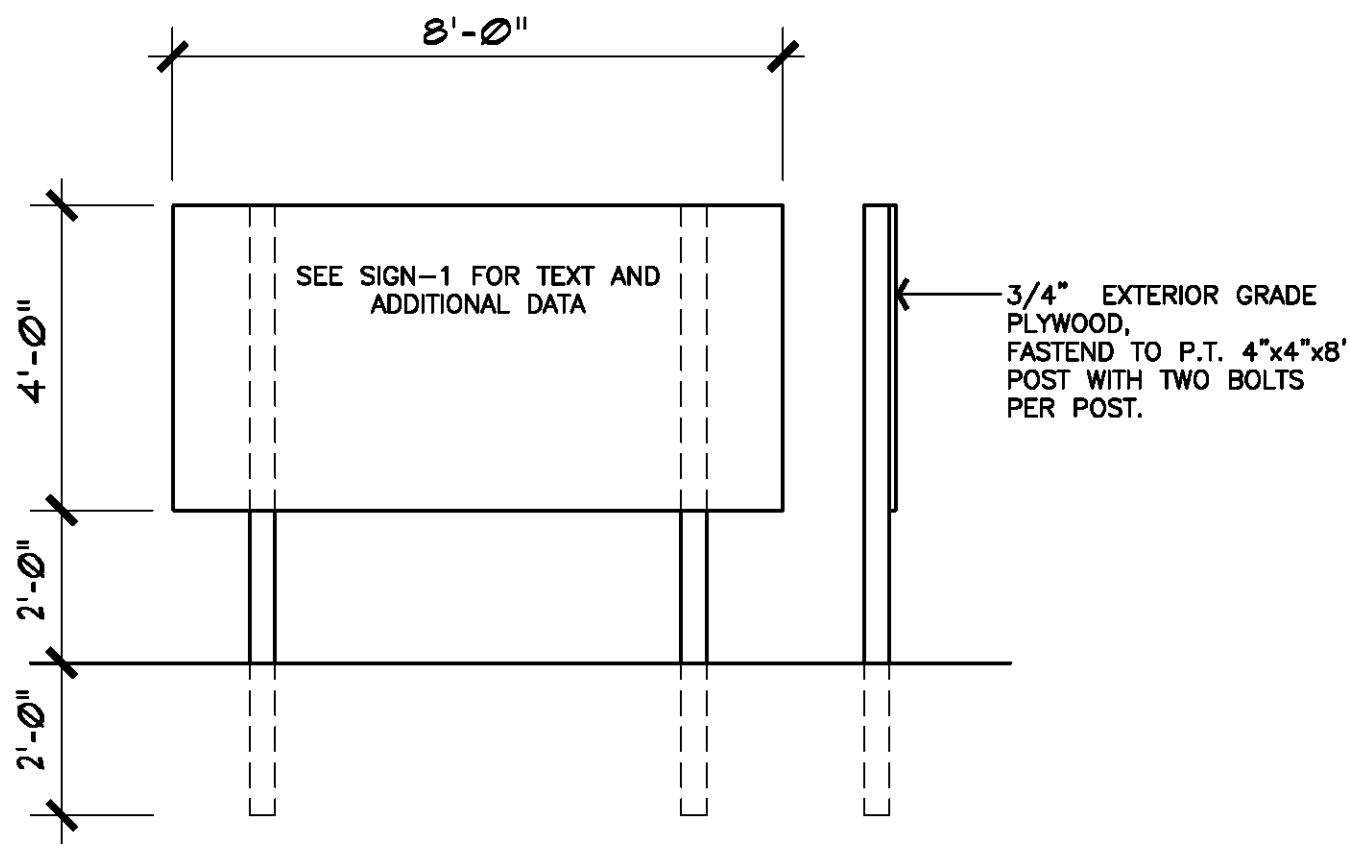
The following instructions are for information of any and all subcontractors used for the pay period.

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

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

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

	0	1	2	3	4	5	6	7	8
0	Building a Better Tampa								
1	Downtown Riverwalk Creates a waterfront pedestrian walkway connecting the south edge of the CapTrust building with MacDill Park.								
2	\$1.5 Million investment Scheduled for completion in October, 2012								
3	Orion Marine Construction, Inc.								
4	 Mayor Bob Buckhorn Improvement Project Project Contact: Don Cermeno Contract Administration City of Tampa Don.Cermeno@tampagov.net For information call: (813) 635-3400								
SIGN EXAMPLE ONLY GRAPHIC TO BE DEVELOPED BY CONTRACTOR									
scale: 3" <input type="checkbox"/>									
Font Franklin Gothic									



TECHNICAL SPECIFICATIONS

1.0 ADMINISTRATION

SP-1.01 TRANSPORTATION AND STORMWATER SERVICES (TSS) TECHNICAL SPECIFICATIONS

Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated 2018 shall be incorporated for construction and materials. Adjust any references to previous editions of the FDOT Standard Specifications and follow current references.

The following hierarchy of the contract documents shall apply:

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

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

SP-1.02 SCOPE OF WORK

The work described by these specifications consists of furnishing all labor, equipment, and materials required in performing all operations necessary in connection with street resurfacing, cold milling, concrete work and markings at various locations within the City.

These specifications set forth specific requirements relative to the actual work or services, materials, equipment, and method of construction.

SP-1.03 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.

Quantities are approximate only and actual quantities used during the project may vary greatly from the estimates.

All Superpave Asphaltic Concrete Bid Prices shall be based on "Fine Mixes".

Work will be performed on an as-needed where-needed basis.

SP-1.04 WORK DIRECTIVE CHANGE

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

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

SP-1.05 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 are required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Transportation and Stormwater Services Engineer, 306 E. Jackson St, 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.

SP-1.06 CONTRACTOR'S REPRESENTATIVE

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

SP-1.07 CONTRACTOR'S FIELD OFFICE

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

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

SP-1.08 ENGINEERING'S FIELD OFFICE

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

SP-1.09 PLACE OF BUSINESS

The Contractor may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide necessary services. An office visit may be scheduled at Engineer's request.

2.0 DESIGN

SP-2.01 DESIGN AND AS-BUILT PLANS

The City reserves the right to request the Contractor to provide the Engineer with Project "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 an AutoCAD drawing provided by the City, or fully depicted in the form of a new AutoCAD drawing prepared by a Florida Registered Professional Surveyor and Mapper. Annotation or new drawing shall be performed according to City Production and Design Support standards, as well as in accordance with the Minimum Technical Standards set forth by the

Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Settings shall be as follows: Color: Red, Linetype: Continuous, Font: Romans, Layer
Name: AS-BUILT, AutoCAD Menu Name: ACAD.MNU, File Format: AutoCAD Release 12.

2. All surveys shall be completed by a Florida Registered Professional Surveyor and Mapper in accordance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Survey data shall be submitted by a Florida Registered Professional Surveyor and Mapper, either hired by the Contractor, or in the employment of the Contractor, as electronic data in AutoCAD. ASCII files of digital raw survey data, closure reports, adjustment reports and/or copies of any hand written supporting field notes or sketches will be included in the Drawing submittal

3. "As-built" or "Record" surveys, as may be required by contract, or agreement, will collect and delineate all constructed improvements within the construction site or corridor (or right of way), so that all constructed improvements may be compared to and contrasted with the design plans and/or construction drawings. All improvements shall be deemed to include, but are not limited to, all roads, pavement, pipes, inverts, ponds, ditches, canals, manholes, hand holes, valves, hydrants, poles (utility, telephone, power and otherwise), slabs, inlets, landscaped area, curbs, gutters, traffic controls, utilities, water meters, sidewalks, right of way lines, and other similar items. Specific items may be addressed as part of contract (expressed or waived) or by written agreement from the Engineer.

If Station and Offset delineation is used on the Construction drawings all locations of constructed improvements, as outlined above shall be depicted in similar fashion so that any discrepancy or deviation can be clearly and readily identified.

4. The Contractor shall comply with the above requirements and shall return one check print set of the plans at the same scale as the construction plans and flash drive(s) to the Engineer for review within three weeks of substantial completion of the project as well as applicable ASCII files of digital raw survey data, closure reports, adjustment reports and/or copies of any hand written supporting field notes or sketches. The project will not be considered to be complete and final payment for the project shall not be made until the as-built information is received and approved by the Engineer. Upon approval, the Contractor shall provide the final project construction plans on disk. No separate payment for meeting the above as-built requirements shall be made.

Payment will be made under:

SP-11.16: Contingency EA

SP-2.02 METRICATION

The Contractor may be required to convert plan units to and/or from metric units in order to comply with Florida Department of Transportation and City of Tampa conversions to the metric system.

No separate payment for conversion of units will be made.

3.0 SCHEDULE

SP 3.01 PRE-CONSTRUCTION CONFERENCE

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.

At the pre-construction conference, the Contractor will also furnish a proposed payout schedule, and a planned utilization of DBE subcontractors, if applicable. The names and contact information for key onsite project staff, as well as emergency and

after-hours contacts, will also be provided by the Contractor. Key contact info for the Engineer will be provided to the Contractor.

SP-3.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Transportation and Stormwater Services Department requires the Contractor to provide a project schedule of each project and/or paving area. Paving area is defined by the Engineer as a group of sections designated under a project name. If the Contractor's progress is delayed by a period greater than 1 week in any paving area, the Contractor will re-submit a new schedule.

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. Base shall not be exposed for a period greater than 2 days. If any paving area is behind schedule or otherwise delayed, progress for that paving area shall be reflected in the progress reporting.

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. Business access will be maintained at all times.

Failure to meet project schedule schedules shall be penalized with the daily rate for liquidated damages, unless extensions are provided in writing that justify the extension of work scheduled.

SP-3.03 WORK DAYS

Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays and City designated holidays. Should it be desired by the Contractor and accepted by the Engineer to perform weekend and continuous night work, all lighting, safety, maintenance of traffic and other facilities which are necessary for performing such work at night must be provided by the Contractor. Additional payment will be made for Maintenance of Traffic for night work, but must be signed and approved by the Engineer.

SP-3.04 WORK SCHEDULE

Normal working hours are 7:00 AM to 5:00 PM, Monday - Friday. Work on holidays, weekends and evening will only be done if determined by the Engineer. Some streets, arterials and collectors may only be worked on between 9:00 AM and 3:00 PM. The Engineer will inform the Contractor at the Preconstruction Meeting of segments which can only be worked on from 9:00 AM to 3:00 PM.

The beginning date of work to be accomplished under this bid shall be the date set forth in the written Notice to Proceed given to the Contractor. Once started, the work shall be continued without interruption.

The work to be accomplished under this project has been grouped into various areas within the City. The City will assign work to the Contractor an area at a time. The City may request the Contractor to furnish a work schedule at the end of each work week for the following week's work to aid in scheduling City personnel to the best advantage of the Contractor and the City.

The Contractor shall schedule its work so as to maintain at least one-way traffic and shall provide effective dust control at all times. Two-lane traffic shall be maintained wherever possible.

SP-3.05 NIGHT WORK

All night work shall meet the requirements of Section 8-4.1 from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2018 Edition dated July 2018. Lighting plans will be requested upon request of Night work.

Any additional MOT required to perform Night Work should be charged under line item labeled "Night MOT."

4.0 MATERIALS/ EQUIPMENT

SP-4.01 MATERIALS

Construction material and workmanship shall conform to applicable requirements of FDOT Standard Specifications for Road & Bridge Construction, 2018 Edition, Section 334. All materials incorporated in this Contract shall comply with the following FDOT Standard Specifications for Road & Bridge Construction, 2018 Edition. The Contractor shall furnish the Engineer with written certification that these requirements are being met.

SP-4.02 BITUMINOUS MATERIAL

Add to the mix the type and quantity of bituminous material as determined by Design. Use bituminous material conforming to the applicable requirements of FDOT Standard Specifications for Road and Bridge Construction 2018. The following material should be used: Emulsified Asphalt, CSS-1H, E-18R or approved equivalent alternate.

SP-4.03 AGGREGATE

FDOT Standard Specifications for Road and Bridge Construction 2018, Section 901-1.4, Nos. 57 and 67, No. 2. Add the gradation and quantity to the mix as required by field conditions or as directed by the Engineer.

SP-4.04 TESTING

Permission to test streets must first be obtained from the Engineer. Core samples holes must be patched with cold patch. Supply representative samples of the RAP material or pavement core samples, bituminous materials, and virgin aggregate to a laboratory for preliminary testing to determine the optimum moisture content, type of bituminous material, and proportions. Obtain guidelines on sampling procedures from the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. The City's Standard Operating Procedure for Construction Inspection for Resurfacing Projects should be followed relative to sampling and testing.

Testing will be accomplished in compliance with the City's Standard Operating Procedure for Construction Inspection for Resurfacing Projects.

SP-4.05 MIXTURE

Combine the reclaimed material, aggregates, and bitumen, meeting the requirements specified, in such proportions that the total aggregate and bitumen in the base course conforms to a mixture of acceptable composition and stability. Make field adjustments to the recommended mix design under the guidance of a knowledgeable and competent technician to obtain a satisfactory recycled mixture.

In addition, the Contractor shall submit to the Engineer, in writing, the proposed asphalt mix designs and test data with sufficient samples for study, evaluation, and testing. A minimum of ten days shall be allowed for the Engineer to approve or recommend changes.

The City's Standard Operating Procedure for Construction Inspection for Resurfacing Projects should be followed relative to sampling, testing, and placement of mix.

SP-4.06 DELIVERY TICKETS

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer upon delivery to the project site. These tickets must be signed by the Engineer at the time of delivery.

SP-4.07 METER READINGS

Before the start and at the end of each day's work, the Engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day's work.

SP-4.08 FURNISH & INSTALL FDOT TYPE SP-12.5 OR SP-9.5 ASPHALT

The Contractor shall furnish all the equipment, materials and install the overlay of SP-12.5 or SP-9.5 Asphaltic Concrete in full and complete accordance with the latest edition of FDOT's Standard Specifications for Road and Bridge Construction. Payment will be full compensation for the asphalt overlay and made under the Proposal Item unit price for Furnish & Install FDOT Type SP-12.5 or SP-9.5 Asphalt, by the ton.

SP-4.09 BITUMINOUS MATERIALS ESCALATION

Due to rapidly fluctuating oil prices, Emulsion and Asphaltic Concrete price adjustments may occur. A current FDOT Fuel and Bituminous Price Index must be submitted with the bid stating what the initial bid prices were based upon. These price indexes are located at the following FDOT website address: <http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm>.

Adjustments for Asphalt Cement (AC-20/30), Polymer Materials, Cutback (RC-70) and Emulsified Asphalts (RS-1/RS-2) will be calculated from the latest FDOT Fuel and Bituminous forms and specifications, currently #700-050-66, dated February 2007. This form is located at the following FDOT website address: <http://www.dot.state.fl.us/construction/fuel&bit/FuelForms.shtm>. Adjustments shall be discussed at the preconstruction meeting and finalized prior to starting work for each project. The City, at its sole discretion, shall determine if the price adjustment is acceptable and provide written acceptance of the price revisions prior to start of any work on the project. The City will not compensate the Contractor for any work that is done without prior written consent of any pricing adjustments.

SP-4.10 METHOD OF MEASUREMENT

When placing asphalt, the Contractor shall be paid based on the tons of asphalt placed (lbs per sq yd) as directed by the Engineer.

First, the Engineer shall predetermine the amount of asphalt to be placed for each individual job. The Engineer shall specify the amount on a job-by-job basis prior to the particular job commencing. The Contractor shall then be allowed to vary the actual amount of asphalt placed by +/- 5 lb. per sq. yd. of the amount specified.

If the Contractor places within +/- 5 lbs. per sq. yd. of the amount of asphalt specified by the City, then the City shall pay said Contractor for the exact amount of asphalt placed.

If the actual amount of asphalt placed by the Contractor is less than the +/- 5 lbs. per sq. yd. range specified above, then the Engineer will be given the following two options:

- (1) The work shall be deemed unacceptable and the Contractor shall be required to rework the entire work area so as to comply with the work order. There shall be no additional compensation for this work;
- (2) The Engineer may elect to pay the Contractor for the amount of asphalt actually placed.

If the actual amount of asphalt placed by the Contractor is greater than the amount of asphalt +/- 5 lbs. per sq. yd., then the City shall pay for only the specified amount plus 5 lbs. per sq. yd.

SP-4.11 DENSITY CONTROL AND PAYMENT SCHEDULE

The Contractor shall use a City approved independent lab to perform all density testing as specified in Section 334 in the FDOT Standard Specifications for Road & Bridge Construction 2018 edition.

SP-4.12 EQUIPMENT

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope, which will achieve the results, specified herein.

The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface and where required shall produce a skid resistant surface texture. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operations.

Milling equipment shall meet the specifications of FDOT Standard Specifications for Road & Bridges, 2018 Edition, Section 327. Equipment shall have a built-in automatic grade control, cross slopes control, and have a minimum cutting width of 6 feet.

Paving equipment shall meet the specifications of FDOT Standard Specifications for Road & Bridges, 2018 Edition, Section 330. Equipment shall come with automatic screed control, with screed width varying from 5 feet to full width lanes. Target spread rate shall adhere to Table 330-2 in FDOT Standard Specifications for Road & Bridges, 2018.

Steel wheeled and traffic rollers will be necessary to attain compaction.

SP-4.13 METAL PRODUCTS

All metal products incorporated into the project must be tested by and found to conform to applicable specifications by an approved private testing laboratory prior to use on the project. These acceptance reports must also be made available to the Construction Engineer and to be placed in its office file prior to use on the project.

SP-4.14 STABILIZATION:

Type "B" stabilization shall obtain a minimum Limerock Bearing Ratio (LBR) of 40. Type "C" stabilization shall obtain a minimum Florida Bearing Value (FBV) of 75 p.s.i. Payment shall be under project pay item:

160-4	12" Thick Type B Stabilization (LBR-40)
160-5-2	Subbase, 12" Type "C" Stabilization

SP-4.15 WARM MIX ASPHALT

Evaluated in accordance with AASHTO T195 needs to contain a minimum of 95% coating. The WMA shall obtain a compactability ratio of less than or equal to 1.25. The rutting resistance of the WMA shall be evaluated in accordance with AASHTO T79. The WMA shall achieve minimum flow numbers in accordance with the following table:

WMA Flow Number	
Traffic Level, Million ESALs	Minimum Flow Number
<3	N/A
3 to <10	30
10 to <30	105
≥30	415

Warm mix technologies will be limited to chemical additives only and shall be capable of reducing mixture compaction temperatures by a minimum of 50° F. Additives possessing anti-stripping properties are preferred. Approved chemical additives are listed on the Department's website. The URL for obtaining this information, if available, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/>

5.0 PRE-CONSTRUCTION OPERATION

SP-5.01 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) and Maintenance of Traffic approval. 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 Award time and no payment shall be made for any delay incurred by this process.

Cost for obtaining City permits shall be included in the unit costs for the various items and no separate payment shall be made. The Right-of-Way permit fee shall be waived by the City.

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

SP-5.02 PERMITS

It shall be the Contractor's responsibility to familiarize themselves and comply with all such local regulations as well as State and Federal rules and to obtain all necessary permits.

SP-5.03 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. Contractor shall not use any materials that have become contaminated or otherwise unfit for use.

SP-5.04 RESIDENTS NOTIFICATION

The Contractor shall distribute, by hand, a typed notice to all residences and businesses on the street to be resurfaced. The notice will be delivered 7 days and again at 24 hours prior to resurfacing of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice shall be considered incidental to the award, and no additional compensation will be allowed.

SP-5.05 PROJECT PHOTOGRAPHS

The Contractor will not be required to furnish photographs of the project, but is in their best interest to document project area. The Engineer may or may not take photographs of the area 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 cleaning 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-5.06 PROJECT VIDEOGRAPHY

Prior to commencing work on a project, 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.

Construction Engineer will make decision that project videography is needed or not for the assigned project. Payment for this work shall be made under:

SP-5.07 STREET CLOSURES 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.

A State of Florida Department of Transportation Permit will be required for every street, lane, or sidewalk closure within State of Florida Rights-of-Way. The Contractor, as the organization performing the work, will secure this permit.

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

The Contractor shall furnish and maintain all necessary signs, arrow boards, pavement markings, barricades, traffic cones, lights, law enforcement officers and flagmen necessary to control 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.

The City shall have the discretion of using its own supply of traffic control devices or to utilize items provided by the Contractor, whichever is deemed in the City's best interest. In the event that Contractor supplied message boards are to be utilized during a project, the Contractor shall provide pricing information related to supplying the items to the Engineer at each project's Preconstruction meeting. The City will provide written acceptance of the pricing information prior to the start of work on the project and the Contractor will be compensated upon received invoice. A separate line item for each charge should be reflected on the invoice and charged to the Contingency line item. In addition, the Contractor will be responsible for the payment of any law enforcement officers at cost upon receipt of invoice from the appropriate agency and will be required to provide this information to the City for payment. Payments will be authorized from contingency; no payment will be made to the Contractor related to any of these items without the City's prior written approval.

Advance notice information signs/Message boards 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. The number of message boards, location(s) and time duration required will be determined by the Engineer prior to each project. The City shall have the discretion of using its own supply of message boards or to utilize message boards provided by the Contractor, whichever is deemed in the City's best interest.

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 Right of Way Permit from the Authority having Jurisdiction with an accompanying maintenance of traffic plan to the City of Tampa, Transportation Division. All cost for any unplanned street closure shall be addressed through the construction contingency after receiving the Engineers approval. This plan shall be provided at least 72 hours in advance of the closure (excluding weekends) and shall contain the following:

Proposed detour routes.

Signing of the complete construction area and detour routes.

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.

Maintenance of traffic shall be considered part of the general cost of doing work and should be included in the bid prices.

The Contractor shall preserve from damage all property within the work area consistent with Section 7-11 of the FDOT Standard Specifications for Road and Bridge Construction, 2018 Edition.

SP-5.08 CONSTRUCTABILITY

Construction materials and workmanship shall conform to applicable requirements of FDOT Standard Specifications for Road & Bridge Construction, 2018 Edition. The Contractor shall furnish the Engineer with written certification that the following requirements are being met:

- (1) A leveling course may be required to correct the profile of the road and after cold milling. The type of mix and the depth of the leveling will be decided in advance by the Engineer;
- (2) Surface Course Type SP-12.5 and Type SP-9.5 shall conform to FDOT Standard Specifications for Road & Bridge Construction, 2018 Edition, and latest supplemental specifications;
- (3) Asphaltic Concrete Pavement. All asphalt pavements shall be constructed of asphaltic concrete of type and thickness as shown in the specifications and placed where directed by the Engineer. Construction material and workmanship shall conform to applicable requirement of FDOT Standard Specifications for Road & Bridge Construction, 2018 Edition, and latest supplemental specifications.

In addition, the Contractor shall submit to the Engineer, in writing, the proposed asphalt mixes and sufficient samples for study and testing. A minimum of ten days shall be allowed for the Engineer to approve or recommend changes.

SP-5.09 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 therefore.

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

Any potential impacts or adjustments to utilities that may be required shall be identified by the Contractor and provided in writing to the Engineer.

SP-5.10 REMOVAL OR ADJUSTMENT OF PUBLIC UTILITIES

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

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

Relocations or adjustments requested for the Contractor's convenience or because of delivery of materials to the job site shall be the responsibility of and at the expense of the Contractor. The Contractor shall be required to coordinate its activities with relocation work by the utilities. A schedule for relocation work will be presented to the Contractor at the pre-construction conference. This schedule may be adjusted to "fit" the Contractor's proposed schedule, but it will include periods during which the Contractor's ability to perform work in the relocation area will be limited, with no additional compensation.

SP-5.11 USE OF CITY WATER SYSTEM

A Tampa Water Department portable meter shall be utilized when obtaining water from the City system. Contractor shall include all coordination, application fees, deposits and services fees in the bid.

SP-5.12 LINES AND GRADES

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.

If the roadway profile is not built according to design specifications, the Contractor assumes full responsibility to repair the location according to plans. Acceptable forms of repair require saw cutting or milling a minimum of a full lane width to adjust grade. No patch overlays will be accepted as a fix.

The Engineer will establish Bench Marks and baseline controlling points only. All reference stakes cost will be part of the Contractor's unit price for asphalt.

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

Project pay items requiring survey information, such as embankment or excavation, shall be documented by a Florida Registered Professional Surveyor and Mapper. In addition, plotted cross sections and quantity computations must be supplied and certified. All surveys shall be in accordance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

SP-5.13 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 anywhere 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 cannot be altered to the detriment of neighboring property owners or public rights-of-way.

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

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

SP-5.14 PRE-CONSTRUCTION TESTING

The Contractor is required to take representative core samples of the roads proposed in this Contract to insure adequate depth of suitable material. Representative core samples is defined as per street basis, not exceeding three (3) blocks. The results of these core samples, along with a suggested mix design of asphalt content must be submitted to the Engineer. No additional payments will be made for coring.

SP-5.15 TREE REMOVAL

The work included in this Section consists of removal of all trees within the area of construction with trunks 5 inches or more in diameter. Tree removal shall comply with the City of Tampa Tree Ordinance. The Contractor will be responsible for obtaining the necessary permit(s) and paying the necessary fees.

All trees with trunks less than 5 inches in diameter are not included in this section. The cost of removing trees less than 5 inches in diameter shall be included within the various contract items and no additional payment shall be made.

The diameter of the trunk shall be determined by measuring the circumference of the trunk at a point 4.5 feet above the existing ground level and dividing by 3.14.

All trees indicated for root pruning shall have stumps and roots removed to a depth of at least 2 feet below the finished grade.

Disposal of timber, stumps, roots or any other material resulting from the tree removal operation shall be the sole responsibility of the Contractor. Such disposal shall have the approval of the Engineer.

Payment shall be full compensation for all work, equipment, tools, labor, disposal and any incidentals required for completion of the work.

Payment shall be made under:

Item No. SP10.02.1	Tree Removal 5" to 12"	Each
Item No. SP10.02.2	Tree Removal >12" to 18" Diameter	Each

SP-5.16 ROOT PRUNING

The Contractor shall make provisions for tree protection to the satisfaction of the Engineer prior to any excavation or clearing and grubbing. All applicable site inspections by the City of Tampa Parks Department and all permits required for tree work shall be obtained by the Contractor prior to commencing work.

The Contractor shall furnish all labor, materials, equipment and services necessary to prune the tree roots as shown on the plans, as specified, and as directed by the Engineer. The Contractor shall provide root pruning services only as shown on the plans and as directed by the Engineer.

All root pruning shall be performed by a qualified, licensed tree professional as approved by the Engineer. Root pruning shall be performed with a chain saw, stump grinder, trencher, Dasco root pruner or equal, as approved by the Engineer.

Root pruning along pipelines, manholes, inlets, and other underground appurtenances and structures will be included for payment under this contract item. The quantity of root pruning, in linear feet, to be measured for payment will be the actual length of root pruning performed within the limits shown on the plans, in the specifications, or as directed by the Engineer. Depth of root pruning shall be as directed by the Engineer.

All roots designated to be removed shall be severed at the perimeter of the designated protected radius leaving a smooth, uniform section at the remaining root end to prevent root damage. No excavation shall occur within the radius of the protected area.

The work includes all cutting, excavation, removal, hauling, and disposal of roots; filling, grading, mulching, barricading and other appurtenant work complete, in place. Payment shall be made under:

Item No. SP10.04	Root Pruning	L.F.
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SP-5.17 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. Work shall be performed in accordance with ANSI A300.

Payment for tree protection and tree cutting or trimming shall be included within the bid tabulation.

Item No. SP-5.17-1	Tree Barricades	SF
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SP-5.18 TREE TRIMMING

The Contractor shall be responsible for trimming any limbs or shrubbery that may interfere with its equipment and as directed by the Engineer. Cost of trimming and disposing of these items shall be included in the bid items for asphalt and no other payment shall be made. Work shall be performed in accordance with ANSI A300.

SP-5.19 PARKING METERS

The Contractor shall reimburse the Logistics and Asset Management Department, Parking Division located at 107 N. Franklin Street, Tampa, Florida 33602 for any and all metered parking spaces occupied or made unusable or unavailable as a result of or because of construction activity by the Contractor. Private automobiles may not be parked in any reserved space.

In order to receive temporary or permanent reserved signs in parking areas which are regulated by parking meters, payment shall first be paid to the Parking Revenue Fund for the elimination of each such meter a charge based on the following schedules:

- (1) In one dollar and twenty-five cents (\$1.25) per hour metered areas, a charge based on twelve dollars and fifty cents (\$12.50) per day with a minimum of twelve dollars and fifty cents.
- (2) In fifty cents (\$0.50) per hour metered areas, a charge based on five dollars (\$5.00) per day with a minimum of twelve dollars and fifty cents.
- (3) In thirty cents (\$0.30) per hour metered areas, a charged based on three dollars (\$3.00) per day with a minimum of twelve dollars and fifty cents.
- (4) In twenty-five cents (\$0.25) per two hours metered areas, a charged based on one dollar and twenty-five cents (\$1.25) per day with a minimum of twelve dollars and fifty cents.
- (5) During non-operational hours (i.e., Sundays, Holiday, and weekdays after 6:00 p.m.) in metered areas, a charge based on two dollars (\$2.00) per day with a minimum of twelve dollars and fifty cents.

In the event that an entire block or area of parking meters are reserved for a period of 90 days or longer, the Contractor may arrange a payment schedule with the Logistics and Asset Management Department, Parking Division. Said payment schedule will be paid on a monthly basis after a deposit equivalent to the first and last month rental charges has been received by the Parking Division prior to commencement of construction.

Any meter or meters which may sustain damage due to construction activities in the immediate area must be removed. The meter removal/installation charge is \$7.50 per meter. Failure to have a meter(s) removed will result in the Contractor being held liable for damage occurring to said meter(s) and further, the Contractor will be required to reimburse the Logistics and Asset Management Department, Parking Division for meter(s) repaired or replaced.

SP-5.20 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.

SP-5.21 UTILITY PROTECTION CONSIDERATIONS

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

The Contractor shall 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 Wastewater Department Specifications and Construction Standards, latest edition, at no extra cost to the City.

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

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

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

It will be the Contractors responsibility to preserve all existing ditches, swales, force main, gravity main, laterals, gas, 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.

In the event that a utility line or structure is damaged, the Contractor must inform the Engineer and perform the necessary repairs. If any utility damage is left unrepaired, all materials and work completed above the utility will need to be removed and replaced with new material. All cost for this repair will be the sole responsibility of the Contractor.

SP-5.22 CSX COORDINATION REQUIREMENTS

Special provisions are indicated on CSXT OP# FL2191 referencing intersection improvements at Willow Avenue and Kennedy Boulevard.

6.0 MILL AND OVERLAY OPERATION

SP-6.01 MOBILIZATION

All work shall meet the requirements of Section 101 of the FDOT Standard Specifications for Road and Bridge Construction.

The cost of mobilization for each project will be paid as 10% of the construction cost. The 'construction cost' is the cost of the project pay items actually used to complete the project, except the cost for M.O.T.

In case, if the project/ WO cost less than \$25,000.00, the Contractor will get paid \$2,500.00 for the Mobilization.

SP-6.02 COLD MILLING

The work specified in this section consists of removing existing asphaltic concrete pavement to improve the ride characteristic or to lower the finished surface adjacent to existing curb prior to resurfacing, thereby re-establishing proper drainage.

Transporting and stockpiling the milled asphalt pavement to a storage area designated by the Engineer will be the responsibility of the Contractor. The salvaged material from this project shall remain the property of the City of Tampa.

The Contractor shall provide competent, suitable, qualified personnel to lay-out the work and perform the construction as required by the Contract Documents. Good discipline and order at the job site shall be maintained at all times. The Contractor shall furnish all materials, equipment, labor, transportation, fuel, power, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, operation and completion of the work.

The existing pavement shall be milled to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross slope of 0.02 feet per foot. However, should variations be necessary, the cross slope shall be between 0.015 feet per foot to 0.04 feet per foot, unless a design plan states otherwise. Hence, pavement will be restored to design specifications or typical sections provided. The longitudinal profile of the milled surface shall be established by skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The City may waive the requirements for the automatic grade or cross slope controls where the situation warrants such action. The Engineer prior to starting each phase will approve the milling pattern, in conjunction with the lay-down operation.

The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut if approved by the Engineer. All material shall be removed around manholes, valve boxes, etc. and to the curb.

At streets that intersect streets being resurfaced, resurfacing shall extend onto the intersecting street to the pedestrian crossing turns and over the areas along the radii of all returns, so as to maintain the drainage pattern of the intersection. The Engineer should be notified in the occasion where the grade change would cause vehicles to scrape roadway surface. At the pedestrian crossing, the resurfacing shall be feathered into the existing pavement of the intersecting street.

The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

In areas where traffic will be maintained over milled surfaces, adequate transition to non-milled surfaces will be provided to maintain a smooth longitudinal driving surface. Temporary driveway ramps may be necessary during construction to prevent cars from bottoming out when surfaces are milled.

SP-6.03 REMOVAL OF BRICK PAVEMENT

Work shall consist of all labor, equipment, materials, and incidentals required for complete removal of brick pavement where shown in the plans or ordered by the Engineer to be removed or where required to be removed because of the construction operations. Contractor shall palletize and wrap brick in plastic sheeting. Pallets of plastic wrapped bricks shall be delivered to the City of Tampa's designated facility. Contractor is responsible for loss, theft, vandalism, or careless handling from the time of removal until Final Acceptance of the work.

Payment shall be paid under:

Item No. SP9.13	Removal of Brick Pavement	S.Y.
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SP-6.04 REMOVAL AND/OR INSTALLATION OF BRICK PAVEMENT

Work shall consist of all labor, equipment, materials, and incidentals required for removal and/or installation of brick pavement, including base and leveling sand, as shown in the plans or directed by the Engineer. For installation only work, the bricks shall be supplied by the City of Tampa. Contractor shall be responsible for loss, theft, vandalism, or careless handling of all on-site bricks until Final Acceptance of the work.

Subgrade:

This work consists of bringing the area to be repaved to a subgrade conforming to the required grade and cross section surface of uniform density ready to receive the base course. This is to be accomplished by excavating or backfilling as needed, shaping, and then rolling the entire area with an approved self-propelled tandem roller

weighing not less than 8 tons. Shaping and rolling to continue until subgrade has been properly prepared and shows that no further compaction of any practical benefit would result from continued rolling. It shall be tested as to cross section, crown, and elevation. After being properly prepared, it shall be so maintained until the base course is constructed. A completed subgrade shall be maintained sufficiently in advance of the base course operations to permit of proper control. Any part of the subgrade area inaccessible to the roller shall be thoroughly compacted by hand or power tamping in a manner acceptable to the engineer. Subgrade shall be minimum 12" and be compacted to 98% per AASHTO T-180.

Base:

This work consists of placing 10" of crushed concrete base material atop the prepared and accepted subgrade. The base will be placed in at least two lifts. The 10" crushed concrete will have a minimum LBR of 100 and will be compacted to 98% per AASHTO T-180.

Where a base is encountered under brick pavement, it shall be restored to the same thickness with the approved crushed concrete material before relaying the brick pavement.

Sand Cushion:

A sand cushion shall be constructed on all completed bases for vitrified brick pavement. The sand cushion shall be sharp sand composed of clean sand, free from clay, loam and other foreign matter, and shall be constructed to a uniform thickness of 1-inch upon the completed crushed concrete base. The sand cushion shall be shaped to a true surface parallel to the required surface of the pavement when finished. The sand cushion shall be prepared at least 25-feet in advance of laying the brick, where possible. Care shall be exercised that the sand cushion is not disturbed or compacted until the brick are in place and ready for rolling.

Vitrified Brick Pavement:

Vitrified brick pavement shall be re-laid at locations called for by replacement schedule for street paving disturbed by construction operations, as shown on the plans. Vitrified brick pavement shall be re-laid on a completed base with a sand cushion and only clean whole, sound brick shall be used. Acceptable brick removed from the disturbed areas removed by the contractor and/or removed from the City of Tampa stock pile, will be used for this repaving and shall not be hauled or moved by the contractor for use elsewhere unless directed by the engineer.

The brick shall be laid in straight courses, flat on the prepared sand cushion, with the better side of face upward. The brick shall be laid in close contact and the joints of each course shall be uniformly staggered with respect to adjacent courses. Whole brick shall be used except in starting or finishing a course and in fitting brick pavement around manhole tops or other structures. In general, not less than one-fourth of brick shall be used in batting.

A timber straight edge shall be driven against every fourth course of brick by light blows with sledge or maul to straighten the lines and eliminate appreciable space between bricks.

The surfaces shall be swept clean and rolled with a tandem static roller weighing not less than 5 nor more than 8 tons in a manner to firmly and uniformly embed each brick in the sand cushion so that the completed pavement shall conform to the required crown, grade, and cross section.

The joints of the vitrified brick pavement replacement shall then be filled with a 1:4 sand/cement mixture and/or pure sand. If pure sand, the pure sand must be sealed with Surebond SB-1300 Sealer or approved equal. The 1:4 sand/cement mixture of mortar grout shall be "soupy" and swept in with street brooms or may be dry mixed, swept in with street brooms, consolidated by vibratory methods, and sufficiently moistened to ensure that cement sets. If "soupy" application is used, then Contractor will blot the joints with sand after sweeping application to remove excess grout.

The application of joint filler should take place immediately after laying the brick or as soon as possible thereafter to prevent joint from filling with other foreign matter.

Payment shall be made under:

Item No. SP9.14-1

Brick Pavement (Install Only)

S.Y.

Item No. SP9.14-2

Brick Pavement (Remove & Reinstall)

S.Y.

SP-6.05 SWEEPING

Prior to opening to traffic to an area which has been milled, the pavement shall be thoroughly swept by Contractor with a power broom or other approved equipment to remove, to the greatest extent practicable, fine material that could become dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

Sweeping of the milled surface with a mechanical-type sweeper will be performed just prior to placing the new asphalt concrete. All sweeping by the Contractor will be performed by equipment that has a working water spray system to minimize dust.

SP-6.06 STREET ACCESS

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

SP-6.07 PRIME/TACK COAT

Prime/ Tack Coat shall be per FDOT Standard Specifications for Road & Bridges, 2018 Edition, Section 300, unless noted otherwise.

SP-6.08 ASPHALT LEVELING COURSE

Asphalt leveling course may be required. This item shall be used on an as-needed basis, and shall be furnished and installed by the Contractor.

Payment for asphalt levelling shall be made under:

Item No. SP-6.08-1

Asphalt Levelling Course

TN

SP-6.09 PROJECT CLEAN-UP

Clean-up 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.

The work specified in this section consists of the application of water within the limits of construction of the project or on streets used as detour routes in connection with the project, in accordance with these specifications. All dust control operations shall be performed by the Contractor at the time, location, and in the amount ordered by the Engineer. The application of water shall be under the control of the Engineer at all times. No payment will be made for any work performed or water used to control dust where it is applied without authorization of the Engineer. Water ordered by the Engineer to be applied on Saturdays, Sundays, or legal holidays will be paid for at the contract unit price as bid for the time of dust control work involved and no additional compensation will be allowed therefore.

Water used for dust control shall be free from pollution to the extent that its use will not constitute a nuisance or health hazard to anyone living in close proximity to the areas where it is used.

The quantity of water measured by an approved device or other means of determining the measurement of water as approved by the Engineer will be paid for at the contract unit price per thousand gallons for this item, which price and payment shall be full compensation for the cost of all materials, equipment and the work for watering.

Payment shall be made under:

Item No. SP11.05

Water for Dust Control

1,000 Gal.

SP-6.10 FINISHED SURFACE

The milled surface shall have a texture which will produce acceptable bonding.

The finished surface shall have a reasonable uniform texture and shall be within 1/4 inch of a true profile grade and shall have no deviation in excess of 1/4 inch from a straight edge applied to the pavement perpendicular to the center line. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Engineer, shall be corrected by the Contractor at no additional compensation.

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

SP-6.11 MANHOLES

Any manhole covers protruding more than 1" above the milled surface shall have asphalt applied and tapered to existing surface all around the manhole to allow smooth transition for the motoring public. The City should try to coordinate with the respective department to have manholes lowered

For milling operations, all material shall be removed around manholes

Where it becomes necessary, the Contractor will adjust manhole rings as directed by the Engineer. Manhole risers will be provided by the City and installed by the Contractor. The risers will be adjustable by a turnbuckle type locking devise made by American Highway products or equal and will be placed just ahead of the paver so that they will not be affected by traffic. All such work shall be accomplished as ordered by the Engineer.

SP-6.12 USE OF EXPLOSIVES

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

SP-6.13 WATER FOR DUST CONTROL

The work specified in this section consists of the application of water within the limits of construction of the project or on streets used as detour routes in connection with the project, in accordance with these specifications.

Water used for dust control shall be free from pollution to the extent that its use will not constitute a nuisance or health hazard to anyone living in close proximity to the areas where it is used.

Water for dust control shall be included in the unit costs for the various items and no separate payment shall be made.

SP-6.14 WEATHER RESTRICTIONS

Absolutely no paving will occur in the event of rain. In the event that any resurfacing work is performed, all production will be discounted and payment will not be made. Only exception to this rule is if the contractor receives written instructions to pave over exposed base course.

Mixture shall be transported only when ambient air temperatures meet the artificial heat requirements in Table 330-1 in FDOT Standard Specifications for Road & Bridges, 2018.

7.0 STORMWATER OPERATIONS

SP-7.01 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.

On any street that has been resurfaced and contains drainage inlets, the Contractor is required to maintain an eight-inch vertical opening to the inlet.

SP- 7.02PAVEMENT REPLACEMENT AND TOTAL RESTORATION

No partial payment will be made for drainage structures, i.e., manholes, inlets, outfall structures, etc., and sanitary sewer, water or other reconstructed facilities until the total street replacement and complete restoration have been finished and accepted.

The limerock base shall be sealed and covered in accordance with F.D.O.T. Specifications, Section 300-2.2. Bare sand cover material will not be allowed unless the surface paving is scheduled and committed to be done no later than one week after the sealing. The Contractor shall keep the cover material surface in good condition and will not receive extra compensation for the cover material.

8.0 ANCILLARY OPERATIONS

SP-8.01 RESTORATION OF PRIVATE PROPERTY

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

SP-8.02 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 base bid. No separate payment shall be made for this item.

SP-8.03 RESTORATION OF EXISTING FENCE

The existing fence, if removed or damaged by the Contractor during the construction work in this project, shall be restored to its original condition.

No payment shall be made to the Contractor for the fence removal and/or restoration.

SP-8.04 TEMPORARY TRAFFIC STRIPING

Signalized intersections, school crossings, and four-way stop intersections shall receive special attention with temporary markings. Contractor shall be responsible for the striping plans during the project.

Temporary traffic striping used by the Contractor on surfaces, which will remain exposed roadway (final resurfacing course or friction course), shall be painted per FDOT Standard Specifications for Road & Bridges, 2018 Edition, Section 710, unless an alternative is approved by the City. All markings applied shall be in accordance with the Manual on Uniform Traffic Control Devices and in the final configuration as designed. The Engineer will provide a striping plan if new markings are to be installed to

reconfigure the layout of the road. If no striping plan is available, the Contractor will re-install existing markings. Temporary reflective markers (RPM's) can be used if approved by the Engineer in writing.

Paint striping shall attain an initial retro-reflectivity of at least 450 mcd/lx.m² and 350 mcd/lx.m² for both White and Yellow striping, respectively.

Payment for temporary traffic striping or reflective markers used by the Contractor will be made under line items 6" Yellow, 6" White, or RPM's.

Item 710-	6" Markings (Yellow or White)	L.F.
Item 706-3	Reflective Pavement Markers	EA

SP-8.05 TEMPORARY STOCKPILING:

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

- a. Public Right of Way - 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.
- b. Location other than Public Right-of-Way-
 1. Obtain the permission (in writing) from the owner of the property where stockpiling is desired.
 2. At its own expense, present the above letter and a contour plan of the site to the TSS Construction Engineer for approval of stockpiling site. Images documenting the before and after conditions should be taken by the Contractor with date stamped.
 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 City Pavement Management 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. No additional payments shall be made for temporary stockpiling, or relocating stockpiling that is deemed a nuisance or public hazard by the Engineer.

SP-8.06 GRASSING AND/OR SODDING:

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

All areas that have a potential for being eroded by flowing surface water shall be sodded as directed by the Engineer including 2' adjacent to the new pavement edges.

Payment shall be made under:

Item E575-1	Sodding	S.Y.
Item 575-1-4	Sodding St. Augustine	S.Y.

SP-8.07 OTHER CONSIDERATIONS

The Contractor must have capability to flood any area with water to insure proper drainage upon completion of paving operations.

SP-8.08 DEWATERING

Any dewatering related to these projects will not be a separate bid item. The cost shall be included in the project pay items(s) associated with the work requiring the dewatering.

9.0 PEDESTRIAN

SP-9.01 EXISTING SIDEWALKS, DRIVEWAYS AND PARKING AREAS

The Contractor shall meet existing sidewalks, driveways and parking areas (concrete or asphalt) when possible with the proposed street replacement. At locations where existing sidewalks and driveways are not at the same elevations as the new grades, the Contractor may be required to reconstruct a portion of the sidewalk or driveway as directed by the Engineer. (When existing driveway is of asphalt type, a base of 6" thickness shall be constructed with a 1.5" thick asphaltic concrete surface course.)

Payment for adjustments in driveways shall be made under Concrete Work (with the engineer's approval and authorization). There will be no payment if existing sidewalks or driveways must be reconstructed due to negligence or poor coordination and workmanship by the Contractor.

Item 522-	Concrete Work	S.F.
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SP-9.02 PEDESTRIAN RAMPS

Title II of the Americans with Disabilities Act (ADA) requires that state and local governments ensure that persons with disabilities have access to the pedestrian routes in the public right of way. In the event when streets, roadways, or highways are altered, curb ramps shall conform to the PROWAG standards. Additional questions, please refer to FDOT Design Standards 2016, Index 304

The City will inventory and inspect the resurfacing areas for ADA compliance. A list will be provided to the Contractor to repair and modify any ramps according to the recommended curb ramp type. Curb ramps will be constructed according to the design specifications in FDOT Design Standards 2016, Index 304.

Detectable warnings shall extend the full width of the ramp and to a depth of 2'. Detectable warnings shall be constructed in accordance with Specification Section 527. Contractor will use detectable warning mats with truncated domes which follows the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.

Payment for ramps in existing sidewalk shall be made under:

Item 522-1	Concrete Sidewalk (4" Thick)	SY
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10.0 REPORTING

SP-10.01 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.

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.

Progress will be reported and payment will be made for each paving area assigned by the City. If more than one paving area is active, each will be treated separately.

If a paving area consists of more than street or facility, then non-performance on any one street or facility within the paving area could be grounds for non-payment until the street or facility situation is satisfied to the satisfaction of the Engineer.

SP-10.02 BILLING / WORK ORDER EXAMPLE.

- Street Segment 200' Long X 22" Wide
- Square Yards $(220' \times 22'') / 9 = 488 \text{ sq yds}$
- City presents Work Order for Segment:
- Estimate Yards @ 488 sq yds
- Estimate 110 lbs/yd² of Asphalt
- Estimate of Units:
- Area.....488 Sq Yds
- Asphalt.....26.8 Tons
- $(110 \text{ lbs.} \times 488 \text{ sq yds}) / 2000 \text{ lbs/Ton} = 26.8 \text{ Tons}$
- Range of Acceptable Billing at +/- 5 lbs./Ton:
- @ 105 lbs/sq yd.....25.6 Tons x Unit Price
- @ 110 lbs/sq yd.....26.8 Tons x Unit Price
- @ 115 lbs/sq yd.....28.0 Tons x Unit Price
- Work Orders and Daily Work Summary

Reporting shall be grouped by On-Street location and associated quantitative value.

The Contractor and the Inspector shall be required to mutually agree (prior to the work) as to the amount of (average lbs/sq yd) asphalt that is to be used for each work area. A Work Order will be used to document this amount and then be used as the

base for calculating the acceptable range of the billing (+/- 5 lbs per sq yd). No work is to commence before the Contractor and the Engineer has signed said Work Order.

At the end of each workday, the Contractor and the Engineer shall confirm and document the square yards of asphalt and the tons of asphalt used for that day. Said documentation shall be performed on the Daily Work Summary Form to be signed by both parties. As the work proceeds, the Contractor shall provide the Engineer with asphalt shipping tickets that provide the tonnage amount and square yardage so that at the end of the day, the pounds per square yard of asphalt for that day can be documented on the Daily Work Summaries.

SP-10.03 QUANTITY

The quantities specified in the Bid Response Page are approximate. Payment will be based on actual field measurement agreed to daily by the Engineer and Contractor. No minimum area is required for any resurfacing area. However, additional payment will be made for project areas <5,000 SY.

SP-10.04 DENSITY REQUIREMENTS

If the Contractor places within +/- 5 lbs. per sq. yd. of the amount of asphalt specified by the City, then the City shall pay said Contractor for the exact amount of asphalt placed.

If the actual amount of asphalt placed by the Contractor is greater than the +/- 5 lbs. per sq. yd. range specified above, then the Engineer will be given the following two options:

(1) The work shall be deemed unacceptable and the Contractor shall be required to rework the entire work area so as to comply with the work order. There shall be no additional compensation for this work;

(2) The Engineer may elect to pay the Contractor for the amount of asphalt actually placed.

If the actual amount of asphalt placed by the Contractor is greater than the amount of asphalt +/- 5 lbs. per sq. yd., then the City shall pay for only the specified amount plus 5 lbs. per sq. yd.

SP-10.05 STOCKPILING

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

11.0 DAMAGE REMEDIATION

Non-performance on any paving area could be grounds for termination of all active paving area assignments, at the discretion of the City.

SP-11.01 EXISTING PUBLIC FACILITIES

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

SP-11.02 DAMAGE TO ADJACENT STREETS

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

SP-11.03 RESTORATION OF MONUMENTATION

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

SP-11.04 PROJECT CLEAN UP

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 will call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Contractor via Award change order.

SP-11.05 CONTINGENCY ALLOWANCE

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

SP11.16	Contingency	L.S.
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SP-11.06 COMPLIANCE WITH TIME REQUIREMENTS

The Contractor shall complete work in accordance with the schedule provided at the pre-construction conference. Documentation will be provided each month to demonstrate compliance with the schedule for each paving area.

In the event that the schedule is different from what has been previously provided, the Contractor shall provide documentation supporting the differences. If the project is behind schedule, the Contractor shall provide a schedule recovery plan and/or amended schedule to demonstrate how the project will proceed.

If the construction schedule is not met due to negligence or poor planning, the amount established in Liquidated Damages may be applied. Any delays caused by natural disasters or environmental factors shall excuse the contractor to extend the project timeline.

SP-11.07 AUTHORITY TO SUSPEND CONTRACTOR'S OPERATIONS

The Engineer has the authority to suspend contractor's operations in whole or in part. The Engineer shall provide written notice of suspension, including reasons for the suspension. The Engineer may grant an Extension in Contract Time at its sole discretion. Reasons for suspending work may include, but not be limited to:

- Failure to comply with Contract Documents
- Failure to carry out directions given by the Engineer
- Causing conditions not conducive to carrying out work activities.

If work is suspended, no additional compensation or time extension will be granted, or paid, during the period of suspension.

If notice of suspension is an issue, the Contractor is to immediately stop work. The Contractor shall not resume work until written authorization to do so is provided by the Engineer.

Work suspension may be issued by the Engineer for any particular street, facility, paving area, or the contract as a whole, at the Engineer's discretion. Work on any area, street, or facility not included in the suspension notice shall continue independently of the suspended work.

In the event of suspension, the Contractor shall store all materials and equipment in a manner that will not impede or inconvenience the motoring public or adjacent property owners.

In the event that suspension is the result of a declared state of emergency, the Contractor may submit a request for additional time and compensation related to the suspension. The time or compensation grant will be at the discretion of the Engineer.

SP-11.08 DEFAULT

The following acts or omissions constitute acts of default. The City will give a written notice to the Contractor and his surety for any delay, neglect or default, if the Contractor:

1. Fails to begin the work under the Contract within the time specified in the Notice to Proceed;
2. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
5. Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
6. Allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. Makes an assignment for the benefit of creditors;
8. Fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
9. Fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the City.
11. Fails to comply with Chapter 119, Florida Statutes, related to open and public records.
12. Subletting or subcontracting of the work without prior notice to the City.

In the event of default, the City shall not be responsible for any anticipated profits or other payments anticipated by the Contractor for unfinished work.

If a Notice of Default is provided to the Contractor, the Contractor shall have 10 calendar days to respond to such notice. The Contractor may propose a plan to remediate damages or the default, which may or may not be accepted by the City, at the Engineer's discretion.

SP-11.09 LIQUIDATED DAMAGES

In the event that the Contractor is late on performance of a paving section, street, or facility, then liquidated damages may be assessed by the City. Late is defined as not having the work completed within the time allowed on the schedule the Contractor delivers at the pre-construction meeting, as agreed upon by the Engineer.

If the time allotted lapses, the Engineer shall notify the Contractor. The Engineer will also notify the Contractor of the date at which liquidated damages will begin to accrue, and the street facility, or paving area to which the damages apply. Liquidated damages will be assessed in accordance with Section 8-10 of FDOT's Standard Specifications for Road and Bridge Construction, 2018, or updates thereto as issued by the State Specifications Engineer.

A daily rate of \$100 shall be penalized for every business day that the project is delayed.

SP-11.10 WARRANTY

All roads or projects completed under this contract will be given a three (3) year warranty. Items under warranty that would be included, but not limited to, are of the following:

- Delaminated surfaced – Roadway surface where the asphalt overlay has been delaminated due to poor aggregate to binder mix
- Standing water – Sections of road where standing water occurs after a rain event.
- Unstabilized base – Rutting, depressions, cave-ins, corrugation, alligator cracking all warrant a unstabilized base.

If the warranty is exercised by the City, all work will be repaired at no cost to the City.

SPECIFICATIONS

WORKMANSHIP AND MATERIALS

SECTION 1 - EXCAVATION - EARTH AND ROCK

W-1.01 General

Opencut excavations shall be made to the widths and depths necessary for constructing all structures, pipelines and other conduits included in the Contract, according to the Plans, and includes the excavation of any material which, in the opinion of the Engineer, is desirable to be excavated for any purpose pertinent to the construction of the work. Banks more than 5 feet high, where a danger of slides or cave-ins exist, shall be shored or sloped to the angle of repose.

Where excavations are to be made below groundwater, the Contractor shall submit to the Engineer for approval, in detail, his proposed method for control of groundwater, including a description of the equipment he plans to use and the arrangement of such equipment. No such excavation shall be started until approval of the Engineer has been obtained. Dewatering work shall be included in the Contract Items for pipelines, box culverts, inlets, manholes and other structures, and pumping stations, and no separate payment will be made therefor.

W-1.02 Clearing

The site of all opencut excavations shall first be cleared of obstructions preparatory to excavation. This includes the removal and disposal of vegetation, trees, stumps, roots and bushes, except as specified under the subsection headed "Trench Excavation."

W-1.03 Authorized Additional Excavation

In case the materials encountered at the elevations shown are not suitable, or in case it is found desirable or necessary to go to an additional depth, or to an additional depth and width, the excavation shall be carried to such additional depth and width as the Engineer may direct in writing. The Contractor shall refill such excavated space with either Class D concrete, or select sand or crushed stone fill material, as ordered. Where necessary, fill materials shall be compacted to avoid future settlement. Additional earth excavations so ordered and concrete, or selected sand or crushed stone fill material ordered for filling such additional excavation and compaction of select sand or crushed stone fill material will be paid for under the appropriate Contract Items or where no such items exist, as extra work as specified in Article 7 of the Agreement.

W-1.04 Unauthorized Excavation

Wherever the excavation is carried beyond or below the lines and grades shown or given by the Engineer, except as specified in the subsection headed "Authorized Additional Excavation," all such excavated space shall be refilled with such material and in such manner as may be directed in order to ensure the stability of the various structures. Spaces beneath all manholes, structures or pipelines excavated without authority shall be refilled by the Contractor at his own expense, with

Class D concrete, or select sand or crushed stone fill material, and properly compacted, as ordered by the Engineer, and no separate payment will be made therefor.

W-1.05 Segregation and Disposal of Material

Topsoil suitable for final grading and landscaping and excavated material suitable for backfilling or embankments shall be stockpiled separately on the site in locations approved by the Engineer. Excavated and other material shall not be stored nearer than 4 feet from the edge of any excavation and shall be so stored and retained as to prevent its falling or sliding back into the excavation. Surplus excavated material and excavated material unsuitable for backfilling or embankments shall become the property of the Contractor and shall be transported, as approved by the Engineer, away from the site of the work to the Contractor's own place of disposal.

W-1.06 Shoring and Sheeting

All excavations shall be properly shored, sheeted, and braced or cut back at the proper slope to furnish safe working conditions, to prevent shifting of material, to prevent damage to structures or other work, and to avoid delay to the work, all in compliance with the U. S. Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The minimum shoring, sheeting and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. Before starting excavation for jacking pits and structures, the Contractor shall submit complete design calculations and working drawings of proposed sheeting and bracing arrangements which have been prepared, signed and sealed by a Professional Engineer registered in the State of Florida. Bracing shall be so arranged as not to place any strain on portions of completed work until the general construction has proceeded far enough, in the opinion of the Engineer, to provide ample strength. If the Engineer is of the opinion that at any point the sheeting or supports furnished are inadequate or unsuited for the purpose, he may order additional sheeting or supports to be installed. Whether or not such orders are issued, the sole responsibility for the design, methods of installation, and adequacy of the sheeting and supports shall be and shall remain that of the Contractor.

Tight sheeting shall be used in that portion of the excavation in City collector and arterial streets and in State and County highways below the intersection of a 1 on 1 slope line from the edge of the existing pavement to the nearest face of the excavation.

In general, sheeting for pipelines shall not be driven below the elevation of the top of the pipe. If it is necessary to drive the sheeting below that elevation in order to obtain a dry trench or satisfactory working conditions, the sheeting shall be cut off at the top of the pipe and left in place below the top of the pipe at no additional cost.

The sheeting and bracing shall be removed as the excavation is refilled in such a manner as to avoid the caving in of the bank or disturbance to adjacent areas or structures except as otherwise shown or directed. Voids left by the withdrawal of the sheeting shall be carefully filled by ramming or otherwise as directed.

Permission of the Engineer shall be obtained before the removal of any shoring, sheeting, or bracing. Such permission by the Engineer shall not relieve the Contractor from the responsibility for injury or to other property or persons from failure to leave such sheeting and bracing in place.

W-1.07 Sheeting Left in Place

The Engineer may order, in writing, any or all sheeting or bracing to be left in place for the purpose of preventing injury to the structures or to other property or to persons, whether such sheeting or bracing was shown on the Plans or placed at his direction or otherwise. If left in place, such sheeting shall be cut off at the elevation ordered, but, in general, such cutoffs shall be at least 18 inches below the final ground surface. Bracing remaining in place shall be driven up tight.

The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders.

Sheeting and bracing left in place, by written order of the Engineer, will be paid for under the appropriate Contract Item if included in the Proposal or otherwise by provisions of extra work as specified in Section 7 of the Agreement.

W-1.08 Removal of Water

At all times during the excavation period and until completion and acceptance of the work at final inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or other parts of the work. The excavation shall be kept dry. No water shall be allowed to rise over or come in contact with masonry and concrete until the concrete and mortar have attained a set satisfactory to the Engineer and, in any event, not sooner than 12 hours after placing the masonry or concrete. Water pumped or drained from the work hereunder shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damage caused by dewatering the work shall be promptly repaired by the Contractor.

W-1.09 Structure Excavation

Excavations shall be of sufficient size and only of sufficient size to permit the work to be economically and properly constructed in the manner and of the size specified. The bottom of the excavation in earth and rock shall have the shape and dimensions of the underside of the structure wherever the nature of the ground will permit.

W-1.10 Trench Excavation

Before starting trench excavation, all obstructions which are to be removed or relocated shall be cleared away. Trees, shrubs, poles, and other structures which are to be preserved shall be properly braced and protected. All trees and large shrubs shall be preserved with damage to the

root structure held to a minimum, unless otherwise shown or specified. Small shrubs may be preserved or replaced with equivalent specimens.

The width of trenches shall be such as to provide adequate space for workmen to place, joint, and backfill the pipe properly, but shall be kept to a minimum. Unless otherwise approved by the Engineer, the clear width of the trench at the level of the top of the pipe shall not exceed the sum of the outside diameter of the pipe barrel plus 24 inches.

In sheeted trenches, the clear width of the trench at the level of the top of the pipe shall be measured to the inside of the sheeting.

Should the Contractor exceed the maximum trench widths specified above, without written approval of the Engineer, he may be required to provide, at his own expense, concrete cradle or encasement for the pipe as directed by the Engineer, and no separate payment will be made therefor.

The Contractor shall excavate trenches to the respective depths, below the bottom of the pipe, for the various classes of pipe bedding shown on the Plans so that pipe bedding material can be placed in the bottom of the trench and shaped to provide a continuous, firm bearing for the pipe barrel and bells.

If unstable material is exposed at the level of the bottom of the trench excavation, it shall be excavated in accordance with the subsection headed "Authorized Additional Excavation." When in the judgement of the Engineer the unstable material extends to an excessive depth, he may advise the Contractor in writing to stabilize the trench bottom with a crushed stone, sand mat or gravel mat to ensure firm support for the pipe by other suitable methods. Payment for such trench stabilization will be made under the appropriate Contract Items or where no such items exist, as extra work as specified in Section 7 of the Agreement.

The open excavated trench preceding the pipe laying operation and the unfilled trench with pipe in place shall be kept to a minimum length causing the least disturbance to traffic and use of adjacent property. Ladders shall be provided and so located as to provide means of exit from the trench without more than 25 feet of lateral travel.

W-1.11 Rock Excavation

The term "rock" as used herein shall include all materials which have compressive strengths in excess of 300 psi in their natural undisturbed state and which, in the opinion of the Engineer, require drilling and blasting, wedging, sledging, barring or breaking with power tools not otherwise required for normal excavating.

Rock shall be excavated, within the boundary lines and grades as shown on the Plans, specified, or given by the Engineer. Rock removed from the excavation shall become the property of the Contractor and shall be removed by him away from the site of the work to his own place of disposal, and no separate payment will be made therefor.

All shattered rock and loose pieces shall be removed.

For trench excavation in which pipelines or other conduits are to be placed, the rock shall be excavated to a minimum depth of 6 inches below the bottom of the pipe and the excavated space refilled with pipe bedding material. Placing, compacting, and shaping pipe bedding material shall be included in the various classified unit price Contract Items for pipelines, and no separate payment will be made therefor.

For manhole excavation, the rock shall be excavated to a minimum depth of 8 inches below the bottom of the manhole base for pipelines 24 inches in diameter and larger, and 6 inches below the bottom manhole base for pipelines less than 24 inches in diameter and the excavated space refilled with crushed stone. Placing, compacting, and shaping crushed stone for manhole bases shall be included in the appropriate Contract Items for manhole bases, and no separate payment will be made therefor.

For cast-in-place structures, the rock shall be excavated only to the bottom of the structure or foundation slab.

Excavated space in rock below structures, pipelines, and manholes which exceeds the depths specified above shall be refilled with Class D concrete, crushed stone, or other material as directed by the Engineer. Refilling of over-excavated rock in rock shall be included as part of the rock excavation, and no separate payment will be made therefor.

Where applicable, the requirements of the subsections on "Trench Excavation" and "Structure Excavation" shall be followed.

Blasting may be performed only when approved by the Engineer and authorized by the Agency having jurisdiction over the subject location and in accordance with all laws, ordinances, and regulations of the Agency.

W-1.12 Excavation for Jacking and Augering

Excavation for jacking or augering shall meet the requirements of the Workmanship and Materials section headed "Jacking and Augering."

* * *

SECTION 2 - BACKFILLING

W-2.01 General

All excavation shall be backfilled to the original surface of the ground or to such other grades as may be shown or directed. For areas to be covered by topsoil, backfill shall be left 4 inches below the finished grade or as shown on the Plans. The time elapsing before backfilling is begun shall be subject to the approval of the Engineer. In all backfilling, all compressible and destructible rubbish and refuse which might cause later settlement and all lumber and braces shall be removed from the excavated space before backfilling is started, except that sheeting and bracing shall be left in place or removed as the work progresses.

Construction equipment used to backfill against and over cast-in-place concrete structures shall not be permitted to travel over these structures until the designated concrete strength has been obtained as verified by concrete test cylinders. In special cases where conditions warrant, as determined by the Engineer, the above restriction may be modified if the concrete has gained sufficient strength, as determined from test cylinders, to satisfy design requirements for the removal of forms and the application of load.

W-2.02 Unsuitable Backfill Material

Before backfilling around structures, all rubbish shall be removed from behind the walls.

When the excavated material contains garbage, cinders, glass, tin cans, wood, or other trash or objectionable organic material, as determined by the Engineer, it shall not be used for backfill but shall be disposed of by the Contractor away from the site of the work to his own place of disposal. The unsuitable materials shall be replaced with backfill material which shall be sand, clay, gravel, sandy loam, or other excavated material free of objectionable organic matter, as approved by the Engineer.

W-2.03 Select Fill Material - General

Select fill material shall be used for pipe bedding, manhole bedding, trench and structure backfill, and other purposes as shown on the Plans, specified, and ordered in writing by the Engineer.

Select fill material shall be sand, conforming to the requirements of the subsections headed "Select Fill Material - Sand" or crushed stone or limestone screenings, conforming to the requirements of the subsection headed "Select Fill Material - Crushed Stone."

W-2.04 Select Fill Material - Sand

Sand used for pipe bedding or as select fill material for trench or structure backfill shall consist of job excavated sand or imported sand which can be readily and thoroughly compacted. Sand shall be reasonably well graded and shall fall within the following gradation limits:

Passing No. 4 sieve - 95 percent (minimum)

Passing No. 200 sieve - 10 percent (maximum)

Sand containing more than 10 percent of material passing the No. 200 sieve or sand which, in the opinion of the Engineer, would have a tendency to flow under pressure when wet will not be acceptable for use as pipe bedding or select fill material for trench or structure backfill

Sand shall not be used for bedding for manholes or other structures.

W-2.05 Select Fill Material - Crushed Stone

Crushed stone used for pipe bedding, manhole base bedding, or as select fill material for trench or structure backfill shall consist of clean, durable rock, angular in shape, which can be readily and thoroughly compacted. Crushed stone shall be reasonably well graded and shall be no greater than a No. 57 stone.

W-2.06 Pipe and Structure Bedding

All pipelines shall be bedded in well graded, compacted select fill material. Select fill material shall be sand, conforming to the subsection headed "Select Fill Material - Sand" and/or crushed stone, conforming to the subsection headed "Select Fill Material - Crushed Stone," as shown on the Plans, specified or ordered in writing by the Engineer. Pipe bedding shall be constructed in accordance with the details shown on the Plans.

When shown on the Plans or ordered in writing by the Engineer, pipelines (except PVC) shall be laid in Class D concrete cradle or encasement.

Precast concrete manhole bases shall be bedded on No. 57 stone, conforming to the subsection headed "Select Fill Material - Crushed Stone," as shown on the Plans.

Cast-in-place manhole bases and other foundations for structures shall be cast against undisturbed earth in clean and dry excavations.

Existing underground structures, tunnels, conduits and pipes crossing the excavation shall be bedded with compacted select fill material. Bedding material shall be placed under and around each existing underground structure, tunnel, conduit or pipe and shall extend underneath and on each side to a distance equal to the depth of the trench below the structure, tunnel, conduit or pipe.

W-2.07 Bedding Placement for Pipelines

Select fill material, used as pipe bedding, shall be placed by hand, in uniform layers not greater than 6 inches in loose thickness and thoroughly compacted in place. Select fill material pipe bedding shall extend to one foot over the top of the pipe.

Each layer of select fill shall be thoroughly tamped and compacted in place by hand or with suitable mechanical or pneumatic tools to a dry density not less than 95 percent of the maximum dry density as determined by AASHTO Des: T-180. No large stone fragments shall be placed in the pipe bedding nor closer than two feet to any point on any pipe.

W-2.08 Bedding Placement for Precast Concrete Manholes

No. 57 stone used for bedding beneath precast manhole bases shall be placed in uniform layers not greater than 6 inches in loose thickness and thoroughly compacted in place with suitable mechanical or pneumatic tools.

W-2.09 Structure Backfill

Backfill around manholes, risers, and structures shall be suitable job excavated material, selected fill material, or other material approved by the Engineer. Such backfill shall extend from the bottom of the excavation or top of structure bedding to the bottom of pavement base course, subgrade for lawn replacement, the top of the existing ground surface, or to such other grades as may be shown or given by the Engineer.

The backfill shall be placed in uniform layers not greater than 18 inches in loose thickness and thoroughly compacted in place with suitable mechanical or pneumatic tools to a dry density of not less than 98 percent of the maximum dry density as determined by AASHTO Des: T-180.

W-2.10 Trench Backfill

Trenches shall be backfilled from 1 foot over the top of the pipe to the bottom of pavement base course, subgrade for lawn replacement, to the top of the existing ground surface or to such other grades as may be shown or given by the Engineer. Trench backfill shall be select fill material, suitable job excavated material or other material, as approved by the Engineer.

Except under pavements and railroad tracks, trench backfill shall be placed in uniform layers not greater than 18 inches in loose thickness and thoroughly compacted in place using heavy-duty tampers such as pneumatic jackhammers with tamping foot attachment or vibrating rollers if required. Each layer shall be compacted to a dry density of not less than 95 percent of the maximum dry density as determined by AASHTO Des: T-180.

Where railroad tracks or pavements and appurtenances for streets or highways are to be placed over trenches, the trench backfill shall be placed in uniform layers not greater than 12 inches in loose thickness and thoroughly compacted in place with equipment as specified above. Each layer shall be compacted to a dry density of not less than 98 percent of the maximum dry density as determined by AASHTO Des: T-180. On City of Tampa streets, each layer shall be compacted as specified above to the bottom of the subbase which is defined as 10 inches below the bottom of the base course. The subbase shall be compacted to 98 percent of modified proctor.

Trench backfilling work shall be done in a manner to prevent dropping of material directly on top of any conduit or pipe through any great vertical distance. In no case shall backfilling

material from a bucket be allowed to fall directly on a structure or pipe and in all cases, the bucket shall be lowered so that the shock of falling earth will not cause damage.

Lumps shall be broken up and if there are any stones, pieces of crushed rock or lumps which cannot be readily broken up, they shall be distributed throughout the mass so that all interstices are solidly filled with fine material.

W-2.11 Backfill for Short Tunnel

Where pipelines are placed in short tunnels, the annular space between the outside of the pipe wall and the tunnel wall shall be completely filled with select fill material or suitable excavated material. Pipelines in short tunnels shall be suitably supported, to permit placing backfill which shall be suitably tamped in place.

W-2.12 Finish Grading

Finish grading shall be performed to meet the existing contour elevations and grades shown on the Plans or given by the Engineer and shall be made to blend into adjacent natural ground surfaces. All finished surfaces shall be left smooth and free to drain.

Grading outside of pipelines or structure lines shall be performed in such a manner as to prevent accumulation of water within the area. Where necessary or where shown on the Drawings, finish grading shall be extended to ensure that water will be carried to drainage ditches, and the construction area left smooth and free from depressions holding water.

W-2.13 Responsibility for After Settlement

Any depression which may develop in backfilled areas from settlement within one year after the work is fully completed and accepted shall be the responsibility of the Contractor. The Contractor shall, at his own expense, provide as needed additional backfill material, pavement base replacement, permanent pavement sidewalk curb and driveway repair or replacement, and lawn replacement and shall perform the necessary reconditioning and restoration work to bring such depressed areas to proper grade as approved by the Engineer.

W-2.14 Inspection and Testing of Backfilling

All backfill shall be subject to test by the Engineer with the assistance of the Contractor.

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SECTION 16 - RESTORATION OF STREET PAVEMENTS

W-16.01 General

The various street surfaces disturbed, damaged, or destroyed during the performance of the work under this Contract shall be restored and maintained as shown, specified, and directed. Included in this classification are permanent pavement surfaces of all types, pavement bases, curb, curb and gutter, alleys, driveways, and sidewalks.

The quality of workmanship and materials used in the restoration shall produce a street surface equal to or better than the condition before the work began.

Service boxes, manhole frames and covers, and similar structures not conforming to the new work shall be set to established grade at the Contractor's expense, and no separate payment will be made therefor.

All portland cement and asphaltic concrete pavements shall be removed in rectangular sections with sawed vertical cuts, or to existing joints, as directed by the Engineer. Concrete pavements shall be cut with a concrete saw. Asphaltic concrete pavements one-inch thick or greater shall be cut with a tool having a square neat edge. The edges of adjacent pavement shall be trimmed to straight lines which a roller can follow. Where reinforced concrete pavement is removed, one foot of existing reinforcement on each side of the excavation shall be left exposed and tied to the replaced reinforcing steel.

The equipment necessary for the proper performance of pavement replacement shall be on the site in satisfactory working condition and shall be subject to approval of the Engineer before the work is started.

All replaced concrete pavements shall have a minimum bearing on undisturbed earth outside the line of excavations of at least nine (9) inches.

W-16.02 Standards

The restoration of street pavement shall be performed in strict conformance with the standards relating to equipment, materials, and methods of construction of the authority having jurisdiction over the pavements, unless otherwise specified herein. Pavements to be restored are under the jurisdiction of the several agencies as follows:

1. State Highways are under the jurisdiction of the State of Florida Department of Transportation. Work on such pavements shall conform to the Department of Transportation Standard Specifications for Road and Bridge Construction.
2. City Streets are under the jurisdiction of the City of Tampa Department of Transportation and Stormwater Services. Work on such pavements shall conform to the Florida Department of Transportation Standard Specifications for Road and

Bridge Construction, latest edition, except that densities (including for subgrade) and other testing requirements shall follow current Department of Transportation and Stormwater Services specifications, and except that Sections 330 and 331 shall be modified as shown in this Section. The type and thickness of pavement, base and stabilization shall be as shown, specified, and directed by the Engineer.

3. County Roads are under the jurisdiction of the Hillsborough County Engineering Department. Work on such pavements shall conform to County specifications.

All specifications of the several agencies having jurisdiction over pavement restoration work shall be the current issue of such specifications as of the date of the "Notice to Bidders," except as specified otherwise herein.

W-16.03 Temporary Restoration

Upon completion of backfilling, the street or sidewalk surface damaged or destroyed shall be promptly placed in condition for safe temporary use. Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid, or until final acceptance of the work.

Where the area over which existing pavement has been disturbed is to be repaved as part of an overall project by the agency having jurisdiction, any special temporary pavement replacement shall be as specified in the "Specific Provisions."

Pavement surfaces shall be temporarily restored by placing thereon, to proper line, grade and transverse profile, a layer or layers of compacted limerock conforming to all requirements regarding configuration, thickness, and density as detailed in the Plans, specified, and directed by the Engineer. When the compacted thickness of the limerock layer is greater than 6 inches, the base shall be constructed in multiple courses. Each course shall not exceed 6 inches in compacted thickness. Where the existing pavement has a permanent wearing surface, the temporary pavement shall be finished with a suitable grade of asphalt and sand to provide a temporary wearing course and to eliminate dust nuisance.

Curbs, where possible, shall be temporarily reset in place, as part of the work of temporary restoration of pavement.

Damaged or destroyed sidewalks shall be temporarily restored, immediately upon placing of the backfill, by placing a compacted layer of fine crushed limestone, choked with limestone screenings, which shall have a minimum thickness of three inches below the existing finished sidewalk grade.

The temporary pavement shall be maintained by the Contractor and all holes and depressions filled until the permanent pavement is placed.

Limerock or shell placed in areas where the existing pavement is shell, limerock, crushed stone, or other similar material and is classed as nonpermanent pavement, will not be measured for

separate payment. Placement of limerock or shell as nonpermanent pavement replacement will be included for payment under the various classified Unit Price Contract Items for pipelines.

Temporary sand and asphalt wearing courses placed on limerock base on which a permanent pavement surface will be constructed shall be incidental to the permanent pavement base work, and no separate payment will be made therefor.

Limestone screenings for temporary sidewalk surface shall be incidental to sidewalk replacement, and no separate payment will be made therefor.

Limerock base placed in areas to receive a permanent pavement surface will be measured for payment under the appropriate Contract Item for permanent pavement base.

W-16.04 Preparation of Temporary Pavement for Permanent Pavement Replacement

After due notice and within the time specified, the temporary limerock pavement shall be prepared as the base to receive the new permanent pavement surface.

Prior to construction of the pavement base, the City will furnish the Contractor with the preconstruction survey notes for the streets disturbed by construction. The Contractor shall use these notes in bringing the base installed to grade allowing for the permanent pavement surface to be constructed.

The preparation of the base shall consist of bringing the area to be replaced to a grade conforming to the required grade and cross section, of uniform density, ready to receive the permanent pavement. This is to be accomplished by excavating or backfilling as needed, shaping, watering as required, or permitting to dry to proper consistency, and rolling the entire area with an approved self-propelled roller weighing not less than eight tons. Shaping and rolling shall be continued until the base has been properly prepared and shows that no further compaction of any practical benefit would result from continued rolling. The base shall be tested as to cross section, crown, and elevation. After being properly prepared, it shall be so maintained until the permanent pavement is constructed. Any part of the base area not accessible to the roller shall be thoroughly compacted by hand or by mechanical compaction in a manner acceptable to the Engineer. Preparation shall include sawing, cutting and trimming edges of existing pavements to provide a neat, uniform edge to abut the new pavement.

After completion of the base, the Contractor shall furnish the Engineer with survey notes verifying the base has been constructed to grade. Upon approval, payment will be made for permanent pavement base.

W-16.05 Certification for Limerock for Pavement Base

The Contractor shall furnish notarized certifications from all suppliers of limerock stating that all limerock supplied for use as pavement base conforms to the requirements of the applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

W-16.06 Permanent Pavement Base Densities

Permanent base material shall be installed and compacted to the required densities (98% modified proctor) in layers not exceeding six inches.

W-16.07 Permanent Pavement Surface Restoration

Permanent restoration of pavement shall be pavement of the type and thickness detailed in the Plans, Specific Provisions, or as directed by the Engineer.

If the existing type of pavement is classified as nonpermanent pavement, the temporary restoration shall be reworked and completed and left in a condition at least equivalent to the existing nonpermanent pavement.

W-16.08 Replacement of Curb, Curb and Gutter, Sidewalk and Driveways

All permanent restoration of street curb or curb and gutter shall be of the same type and thickness as the curb or curb gutter which abuts. The grade of the restored curb and curb and gutter shall conform with the grade of the existing adjacent curb or curb and gutter.

Except as otherwise specified herein or detailed in the Plans, all permanent restoration of driveways and sidewalks shall conform to the manner of construction as originally placed and to the lines and grades as given by the Engineer. No patching of concrete driveway areas will be allowed between joints or dummy joints.

Where sidewalks are replaced, the replacement shall be the full width of the walk and minimum lengths shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement, and no separate payment will be made therefor.

W-16.09 Replacement of Traffic Markings and Signalization Loops

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

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

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

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

Payment for the replacement of temporary and permanent traffic markings, signalization loops and all appurtenant work shall be included in the unit bid price for Permanent Pavement Surface Replacement, Asphaltic Concrete, and no separate payment shall be made therefor.

W-16.10 Hot Bituminous Mixtures (Section 330) Type S Asphaltic Concrete (Section 331)

This Subsection shall Replace and/or Modify Portions of F.D.O.T. Standard Specifications for Road and Bridge Construction (2007) Sections 330, 331 and 334.

SECTION 330 HOT BITUMINOUS MIXTURES

All references to the CITY OF TAMPA shall mean the local agency. All references to the Engineer shall mean the designated Engineer of the local agency. Any incorrect references to FDOT specifications, test methods, or standards should be brought to the attention of the Engineer for clarification.

330-1 Description. Construct plant-mixed hot bituminous pavements and bases. Establish and maintain a quality control system that provides assurance that all materials, products and completed construction submitted for acceptance meet Contract requirements.

330-1.1 General: Meet the requirements of Section 320 for plant and equipment, and meet the general construction requirements of Section 330. The Engineer will accept the work based on one of the following methods as described in 334-5 and 334-6:

- 1) Asphalt Work Category 1,
- 2) Asphalt Work Category 2,
- 3) Asphalt Work Category 3

330-1.2 Quality Control/Acceptance Testing: The contractor's submittal of documentation for quality control testing may be waived by the Engineer; however, the contractor shall not be exempt from implementing quality control procedures regarding material and workmanship. The local agency shall perform the quality acceptance testing, or utilize a licensed private testing laboratory of the Engineer's choice.

SECTION 331 TYPE S ASPHALTIC CONCRETE

331-1 Description.

331-1.1 General: Construct a Type S Hot Mix Asphalt (HMA) pavement course as specified by the Contract. The general composition and physical test properties for all mixes shall be met per F.D.O.T Standard Specifications for Road and Bridge Construction. Meet the applicable requirements for plants, equipment, and construction requirements.

Where Type S Asphalt Concrete is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of Section 334 may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

Type S-I.....	Type SP-12.5
Type S-II.....	Type SP-19.0
Type S-III.....	Type SP-9.5

Meet the requirements for plant and equipment specified in Section 320. Meet the general construction requirements specified in Section 330.

331-1.2 Layer Thicknesses:

331-1.2.1 Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III.....	3/4 – 1 1/4 inches [20 – 30 mm]
Type S-I.....	1 1/4 – 2 1/2 inches [30 – 60 mm]
Type S-II.....	2 – 2 3/4 inches [50 – 70 mm]

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III – Limited to the final (top) structural layer, one layer only.

Type S-I – May not be used in the first layer of courses over 3 1/2 inches [90 mm] thick, nor in the first layer of courses over 2 3/4 inches [70 mm] thick on limited access facilities.

Type S-II – May not be used in the final (top) structural layer.

331-1.2.2 Additional Requirements: The following requirements also apply to Type S Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch [40 mm] initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (#5 feet [#1.5 m] wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be **reduced by 1/2 inch (13 mm), and the maximum allowable thickness may be increased 1/2 inch (13 mm)**, unless shown differently in the plans. Other variations from these thicknesses must be approved by the Engineer.

331-4 General Composition of Mixture.

331-4.3 Mix Design: Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that

the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design. Furnish the following information:

1. The specific project on which the mixture will be used.
2. The source and description of the materials to be used.
3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.
4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200 [75 μ m]) should be accounted for and identified for the applicable sieves.
5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-I, S-II and S-III) establish the optimum asphalt content at a level corresponding to a minimum of 4.5% air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.
6. A single temperature at which the mixture is intended to be discharged from the plant.
7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction Courses.
8. Evidence that the completed mixture will meet all specified physical requirements.
9. The name signature dated of the individual responsible for the Quality Control of the mixture during production.

331-4.4 Contractor Quality Control: Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for quality control purposes.

331-5 Acceptance Procedures:

331-5.1 General Construction Requirements: shall meet same requirements as 334-5 General Construction Requirements (with exception to requirements regarding SP spread rates, unless specified by the Engineer).

331-6 Acceptance of the Mixture: shall meet same requirements as 334-6 Acceptance of the Mixture (with exception to Table 334-3 to be replaced with Table 331-6).

Table 331-6	
Tolerances for Acceptance Tests	
Characteristic	Tolerance
Asphalt Binder Content	$\pm 0.55\%$
Passing No. 4 [4.75 mm] sieve	$\pm 7.00\%$
Passing No. 10 [2.00 mm] sieve	$\pm 5.50\%$
Passing No. 40 [425 μ m] sieve*	$\pm 4.50\%$
Passing No. 200 [75 μ m] sieve	$\pm 2.00\%$
*Applies only to Types S-I, S-II, S-III, and FC-3.	

331-7 Acceptance of the Mixture at the Roadway: shall meet same requirements as 334-6

Acceptance of the Mixture (with exception to Table 334-3 shall be replaced with Table 331-6).

Table 334-7 Roadway Density Acceptance Values	
Characteristic	Tolerance
Roadway Density (average of three cores)	92.0% G_{mm} (proposed mix design)
Roadway Density (avg. of 5 tests nuclear method)	95.0% G_{sb} (proposed mix design)
Roadway Density (avg. of 5 tests nuclear method)	96.0 % G_{sb} (lab density)

SECTION 334 SUPERPAVE ASPHALT CONCRETE

334-1 Description.

334-1.1 General: Construct a Type SP Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate HMA mix as shown in Table 334-1.

Table 334-1 HMA Mix Types		
Asphalt Work Category	Mix Types	Traffic Level
1	Type SP-9.5 , or equivalent as determined by the Engineer	A
2	Type SP-9.5, SP-12.5, or equivalent as determined by the Engineer	B or C
3	Type SP-9.5, SP-12.5	C

A Type SP mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.).

334-1.4 Gradation Classification: HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334 3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5.....	9.5 mm
Type SP-12.5.....	12.5 mm

334-1.5 Thickness: The total pavement thickness of the HMA Pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

Type SP-9.5.....	3/4 - 1 1/2 inches
Type SP-12.5.....	1 1/2 - 2 1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (≤ 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320 2.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67 22 asphalt binder from the FDOT Qualified Products List (QPL).

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. For Category 2 and 3 projects, require the aggregate supplier to certify that the material meets FDOT requirements.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture if approved by the Engineer. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50 percent by weight of total aggregate.
2. Do not use RAP material in any friction course mixes.
3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
4. Provide RAP material having a minimum average asphalt content of 4.0 percent by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.
5. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (Gsb) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334 2. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises.

Table 334-2	
Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
<20	PG 67-22
20 – 29	PG 64-22
≥ 30	Recycling Agent

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R35 04, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will

consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M323 04, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323 04, Table 3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323 04, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312 04. Use the number of gyrations as defined in AASHTO R35 04, Table 1.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323 04, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323 04, Table 6.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FM 1 T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List, or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and .
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1 percent.
8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.
9. Provide the physical properties achieved at four different asphalt binder

contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the Mix Designer.

11. The ignition oven calibration factor.

334-4 Contractor Quality Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for quality control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Laying Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.

334-5.2.2 Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40°F for layers greater than 1 inch (100 lb/yd²) in thickness and at least 45°F for layers 1 inch (100 lb/yd²) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd² or less is 50°F.

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of ±30°F from the target temperature as shown on the mix design. Reject all loads outside of this range.

334-5.4 Transportation of the Mixture: Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: Where the HMA is to be placed on an existing pavement which is irregular, wherever the plans indicate, or if directed by the Engineer, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Apply a tack coat on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes, unless directed otherwise by the Engineer. Use a tack coat product meeting FDOT specifications. Use an emulsified tack coat spread rate of 0.02 to 0.08 gal/sy or as specified by the Engineer.

334-5.6 Paving:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than ± 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals, and make adjustments when the thickness exceeds the allowable tolerance. When making an adjustment, allow the paving machine to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

334-5.6.4 Hand Spreading: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness of Layers: Construct each course of Type SP mixtures in layers of the thickness shown in 334-1.5.1.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all mixture, and compact thoroughly.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 lb/yd² or more than 75 lb/yd². The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required (Asphalt Work Category 3) to meet the specified density requirement, select equipment, sequence, and coverage of rolling. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to

damage the pavement.

When density testing for acceptance is not required (Asphalt Work Categories 1 and 2), use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheelpaths. The Engineer may waive these requirement where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Make them available at the job site at all times during paving operations for Asphalt Work Category 3 and make them available upon request of the Engineer for Asphalt Work Categories 1 and 2.

334-5.10.3.1 Asphalt Work Category 3:

334-5.10.3.1.1 Acceptance Testing: Straightedge the final Type SP structural layer and friction course layer with a rolling straightedge. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Rolling Straightedge Exceptions: Testing with the rolling straightedge will not be required in the following areas: intersections, tapers, crossovers, parking lots and similar areas. In addition, testing with the rolling straightedge will not be performed on the following areas when they are less than 50 feet in length: turn lanes, acceleration/deceleration lanes and side streets. However, correct any individual surface irregularity in these areas that deviates from the plan grade in excess of 3/8 inch as determined by a 15 foot manual straightedge, and that the Engineer deems to be objectionable, in accordance with 334-5.10.4. The Engineer may waive or modify straightedging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying

layer was determined to be exceptionally irregular.

334-5.10.3.1.3 Final Type SP Structural Layer: Straightedge the final Type SP structural layer with a rolling straightedge behind the final roller of the paving train. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.2, and retest the corrected areas.

334-5.10.3.1.4 Friction Course Layer: At the completion of all paving operations, straightedge the friction course. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.3. Retest all corrected areas.

334-5.10.3.2 Asphalt Work Categories 1 and 2: If required by the Engineer, straightedge the final structural layer with a rolling straightedge, either behind the final roller of the paving train or as a separate operation. Correct all deficiencies in excess of 5/16 inch in accordance with 334-5.10.4.2. Retest all corrected areas. If the Engineer determines that the deficiencies on a bicycle path are due to field geometrical conditions, the Engineer will waive corrections with no deduction to the pay item quantity.

334-5.10.4 Correcting Unacceptable Pavement:

334-5.10.4.1 General: Correct all areas of unacceptable pavement at no additional cost.

334-5.10.4.2 Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:

a. Remove and replace the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane.

b. Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)

334-5.10.4.3 Friction Course: Correct deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane. Corrections may be waived if approved by the Engineer.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

- 1) Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
- 2) Asphalt Work Category 2 – Certification and quality control testing by the Contractor as defined in 334-6.3
- 3) Asphalt Work Category 3 – Quality control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Quality Control Testing by the Contractor: On Asphalt Work

Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all quality control testing as described in 334-6.3.1. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the quality control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material.

334-6.3.1 Quality Control Sampling and Testing Requirements: Perform quality control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1 T 168. Test the mixture at the plant for gradation (P-8 and P-200) and asphalt binder content (P_b). Test the mixture on the roadway for density using six-inch diameter roadway cores obtained at a frequency of three cores per day or by Nuclear Density Method if approved by Engineer.

Determine the asphalt content of the mixture in accordance with FM 5 563. Determine the gradation of the recovered aggregate in accordance with FM 1 T 030. Determine the roadway density in accordance with FM 1 T 166 or with FM 1-T 238. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3.

Table 334-3 Quality Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (average of three cores	91.5% G_{mm}
Roadway Density (any single core)	90.0 % G_{mm}
Roadway Density (any single core)	90.0 % G_{mm}
Roadway Density (avg. of 5 tests nuclear method if approved by Engineer)	91.5% G_{mm}

334-6.4 Quality Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform quality control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant or at the site with respect to gradation (P-8 and P-200) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content,

gradation and density test results meet the criteria in Table 334-3. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the Project is less than 200 tons, or on Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, first lift of asphalt base course placed on subgrade, miscellaneous asphalt pavement, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lbs/sy. In addition, density testing for acceptance may not be performed on the following areas when they are less than 100 feet in length: crossovers, intersections, turning lanes, acceleration lanes, deceleration lanes, or ramps. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

SECTION 42 - VITRIFIED BRICK PAVEMENT REPLACEMENT

W-42.01 Preparation

Existing bricks shall be cleaned, stored, and secured by the Contractor.

Existing bricks shall be removed, cleaned, stored, and secured in right-of-way adjacent to work area.

Base shall be provided and shaped to match level, kind and thickness (4" min.) of adjoining base. The base material shall be compacted to meet the City of Tampa's density standards. 4" 2500 PSI concrete base may be used for irregular patches and where compaction is otherwise impractical. Concrete shall be properly placed, consolidated and cured. One inch of sand, or good grade dirt, free from clay, loam or other foreign matter shall be used for cushion to hold the bricks in place. The sand shall be shaped to a true surface parallel to required finished pavement surface.

W-42.02 Reinstallation of Bricks

The bricks shall be installed in rows, better face upward, sorted by size with joints staggered, then rolled daily with a static tandem wheel roller. Additional bricks, if required, will be supplied by the City. City Personnel shall inspect work daily. After inspection, the bricks shall be sprayed with a solution of lime and water, using 26 lbs. of lime to 55 gallons of water. Asphalt steep 7330 or equal shall be used for joint filler. The steep shall be heated until fluid and poured over bricks and removed when cool with square pointed shovels dipped in lime water. Removed asphalt may be reused. If adjoining bricks are grouted, new filler shall be grout (8:1, builders sand:cement).

W-42.03 Acceptance

Upon completion of the work, and before acceptance and final payment, the Contractor shall remove all falsework, equipment, rubbish, surplus, and discarded materials. The Contractor shall restore in an acceptable manner all property, both public and private, damaged during the prosecution of the work. The Contractor shall leave the roadway in a neat and presentable condition each day.

* * *

SECTION 105 - ROOT PRUNING

W-105.01 General

The Contractor shall make provisions for tree protection to the satisfaction of the Engineer prior to any excavation. All applicable site inspections by the City of Tampa Parks Department, and permits, shall be obtained prior to commencing work.

The Contractor shall provide root pruning services as directed by the Engineer.

W-105.02 Performance of Work

All root pruning shall be performed by a qualified, licensed tree professional as approved by the Engineer.

All roots designated to be removed shall be severed leaving a smooth, uniform section at the remaining root end to prevent root damage.

Root pruning shall be performed with a chain saw, Dosco root pruner, or equal, as approved by the Engineer. Root pruning shall not occur within 6 feet of the base of the tree without guidance from Parks Department staff, and no excavation shall occur inside the circumference of the root-pruned area.

SECTION 108

DEWATERING

108.1 General.

108.1.1 Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Delegated Design: Design dewatering system, including comprehensive engineering analysis by a qualified, Florida-licensed professional engineer, using performance requirements and design criteria indicated.
2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
3. Prevent surface water from entering excavations by grading, dikes, or other means.
4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

108.1.2 Submittals:

108.1.2.1 Shop Drawings (for dewatering system): Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.

1. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
2. Include a written plan for dewatering operations including control procedures to be adopted if dewatering problems arise.

108.1.2.2 Delegated-Design Submittal: For dewatering system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

108.1.2.3 Qualification Data: For qualified installer and professional engineer.

108.1.2.4 Field Quality-Control Reports

108.1.2.5 Videotape: Show existing conditions (prior to, during, and after construction) of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.

108.1.3 Quality Assurance:

108.1.3.1 Installer Qualifications: An experienced installer that has specialized in dewatering work.

108.1.3.2 Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with hauling and disposal regulations of authorities having jurisdiction.

108.1.3.3 Preinstallation Conference: Conduct conference at the project site. Review methods and procedures related to dewatering including, but not limited to, the following:

1. Inspection and discussion of condition of site to be dewatered including coordination with temporary erosion control measures and temporary controls and protections.
2. Geotechnical report.
3. Proposed site clearing and excavations.
4. Existing utilities and subsurface conditions.
5. Coordination for interruption, shutoff, capping, and continuation of utility services.
6. Construction schedule. Verify availability of installer's personnel, equipment, and facilities needed to make progress and avoid delays.
7. Testing and monitoring of dewatering system.

108.1.4 Project Conditions:

108.1.4.1 Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by the City or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify the City and the utility owner no fewer than two (2) days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without City's and utility owner's written permission.

108.1.4.2 Project Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of the geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by the geotechnical engineer. The City will not be responsible for interpretations or conclusions drawn from this data. Make additional test borings and conduct other exploratory operations necessary for dewatering.

108.1.4.3 Survey Work: Engage a qualified, Florida-licensed land surveyor to survey adjacent existing buildings, structures, and site improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify City if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

108.2 Execution.

108.2.1 Preparation:

108.2.1.1 Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

108.2.1.2 Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

108.2.1.3 Provide temporary grading to facilitate dewatering and control of surface water.

108.2.1.4 Monitor dewatering system continuously.

108.2.1.5 Promptly repair damages to adjacent facilities caused by dewatering.

108.2.1.6 Protect and maintain temporary erosion and sedimentation controls during dewatering operations.

108.2.2 Installation:

108.2.2.1 Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal and surface water controls. Space well points or wells at intervals required to provide sufficient dewatering. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

108.2.2.2 Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

108.2.2.3 Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom off foundations, drains, sewers, and other excavations. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

108.2.2.4 Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations. Maintain piezometric water level a minimum of 24 inches below surface of excavation.

108.2.2.5 Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction of completed. Dispose of water and sediment in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

108.2.2.6 Provide standby equipment on site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to the City. Remove dewatering system from project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

108.2.2.7 Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

108.2.3 Field Quality Control

108.2.3.1 Observation Wells: Provide, take measurements, and maintain at least the minimum number of observation wells or piezometers indicated in the dewatering plan; additional observation wells may be required by authorities having jurisdiction.

1. Observe and record daily elevations of ground water and piezometric water levels in observation wells.
2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation well risers to demonstrate that observation wells are functioning properly.
3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.

108.2.3.2 Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

END OF SECTION 108

SECTION 113 – DISPOSAL OF DEBRIS

W-113.01 General

The Contractor shall furnish all labor, materials and equipment required to transport and dispose of debris removed from all pipelines and structures to an approved facility at the Contractor's expense. Any permits required for the hauling and disposing of materials shall be obtained by the Contractor at their expense.

W-113.02 Scope of Work

The Contractor will have the following responsibilities:

- a. Be solely responsible to handle, transport, test, permit and dispose of debris in accordance with all applicable regulatory requirements.
- b. For transportation between project site and disposal site.
- c. To apply for, pay fees and obtain all required environmental or transportation permits prior to handling debris. Permitting agencies include, but are not limited to, EPA, DER, DOT, Hillsborough County, City of Tampa and Expressway Authority.
- d. To perform all necessary tests as required by permit and all applicable regulatory requirements.
- e. To select a disposal site and acquire approval from the disposal site owner for disposal of debris. The Contractor is responsible to pay all applicable disposal fees.

SECTION 425 - STORMWATER INLETS, MANHOLES AND JUNCTION BOXES

W-425.01 General

The work specified in this section consists of the construction of inlets, manholes, junction boxes, shoulder gutter inlets, and yard drains. These structures shall be of reinforced concrete, or may be of brick masonry if circular and constructed in place, and shall include the necessary metal frames and gratings. The work under this section shall also include the adjustment of those structures shown in the plans to be adjusted or which are required to be adjusted for the satisfactory completion of the work. The new structures shall be constructed in conformity with the plans and in accordance with these specifications and the latest City of Tampa Stormwater Standard Details.

W-425.02 Composition and Proportioning

Concrete: Unless otherwise shown in the plans, all concrete for these structures shall be Class II as specified in the latest FDOT Standard Specifications Section 346 – Portland Cement Concrete (EXCEPT section 346.6.1) and Section 347 – Portland Cement Concrete – NS.

Mortar: The mortar for brick masonry shall be of portland cement and sand, mixed in the proportions of one part cement to two parts of sand. Miami Oolitic rock screenings may be substituted for the sand upon prior approval of the Engineer. All the materials shall pass the No. 8 Sieve, and be uniformly graded from coarse to fine. At the option of the Contractor, hydrated lime, in an amount not to exceed ten percent of the amount of cement used, may be added to the mortar.

As an alternate to the above, masonry cement may be used in lieu of the above-specified mortar provided that it is delivered in packages properly identified by brand name of manufacturer, net weight of package, and whether it is Type 1 or Type 2, and further provided that it has not been in storage for a period greater than six months. Hydrated lime shall not be used with masonry cement.

The sand and cement shall be thoroughly mixed dry in proper boxes or mortar mixers and such quantity of clean fresh water added as will provide a stiff mortar of the proper consistency. The whole mass shall be thoroughly mixed until used. Any mortar that has set shall not be retempered in any way, and no mortar shall be used more than one and one-half (1-1/2) hours after mixing.

W-425.03 Gratings

Gratings and frames fabricated from structural steel shall be Zinc (hot-dip galvanized) Coatings on Iron and Steel Products, in accordance with the requirements of ASTM A123. These requirements do not apply when A-588 steel is used.

When Alternate "G" grates are specified, the chain, bolt, nuts, and cold shuts shall be galvanized after fabrication in accordance with the requirements of ASTM A 153.

W-425.04 Forms

Forms shall be of wood or metal, so designed and constructed that they may be removed without injury to the concrete. They shall be built true to line and grade and braced in a substantial and unyielding manner, and shall be approved by the Engineer before being filled with concrete.

W-425.05 Precast Inlets, Manholes, and Junction Boxes

Careful attention shall be given to the proper construction or reconstruction of the pavement adjacent to the gutters and at street intersections to obtain satisfactory drainage to the inlets from the intersecting streets.

The Contractor may request to substitute precast inlets, manholes, and junction boxes in lieu of cast-in-place units unless otherwise shown in the plans or directed by the Engineer. At locations not so restricted, the Contractor shall carefully examine the plan details at each structure to determine if use of a precast unit is feasible. The design and fabrication of precast units shall be in accordance with the standard index drawings, which may allow use of designs other than those detailed in the standard index drawings.

Smooth welded wire fabric may be substituted for deformed re-bar or welded deformed wire reinforcement in non-circular precast drainage structures provided the following requirements are met:

1. The smooth welded wire fabric shall comply with ASTM A-185.
2. Substitution of equal areas of smooth wire fabric for the reinforcing steel and provided the width and length of the unit is four times the width of the spacing of the cross wires.
3. Wire shall be continuous around the box and spliced at a quarter point of one side with an overlap of not less than the spacing of the cross wires plus two inches.

W-425.06 Construction Methods

Excavation: Excavation shall comply with the requirements specified in Section 1.

Placing and Curing Concrete: The concrete shall be placed in the forms, to the depth shown in the plans and thoroughly vibrated. After the concrete has hardened sufficiently, it shall be covered with suitable material approved by the Engineer, and kept moist for a period of three days.

Setting Manhole Castings: After the concrete has been cured as specified above, the frame of the casting shall be set in a full mortar bed composed of one part portland cement to two parts of fine aggregate.

Reinforcing Steel: The construction methods for the steel reinforcement shall be as specified in Section 6.

Laying Brick: All brick shall be saturated with water before being laid. The brick shall be laid by the shovejoint method so as to bond them thoroughly into the mortar. Headers and stretchers shall be so arranged as to bond the mass thoroughly. Joints shall be finished properly as the work progresses and shall be not less than 1/4 inch or more than 3/4 inch in thickness. No spalls or bats shall be used except for shaping around irregular openings or when unavoidable at corners.

The inside of the brick masonry walls shall be plastered uniformly with cement mortar one-half (1/2) inch in thickness mixed in proportions of one part of cement and two parts of clean, sharp sand.

Placing Pipe: Inlet and outlet pipes shall be of the same size and kind as the connecting pipe shown in the plans. They shall extend through the walls for a distance beyond the outside surface sufficient for the intended connections, and the concrete shall be constructed around them neatly so as to prevent leakage along their outer surface. The inlet and outlet pipes shall be flush with the inside of the wall.

Backfilling: Backfilling shall conform with the requirements specified in Section 2.

Adjusting Existing Structures: Existing manholes, catch basins, inlets, valve boxes, monument boxes, etc., within the limits of the proposed work, that do not conform to the finished grade of the proposed pavement, or to the finished grade designated on the plans for such structures, shall be cut down or extended, and made to conform to the grade of the new pavement, or to the designated grade of the structure if outside of the proposed pavement area. The materials and construction methods for this work shall conform to the requirements specified above.

Where manholes are to be raised, the adjustment may, at the Contractor's option, be made by the use of adjustable extension rings of the type which do not require the removal of the existing manhole frame. The extension device shall provide positive locking action and shall permit adjustment in height as well as diameter. The particular type of device used shall meet the approval of the Engineer.

Adjusting Structures: When an item of payment for adjusting manholes, valve boxes, inlets, or monument boxes is provided in the proposal, the number of such structures designated to be paid for under separate items, and which are satisfactorily adjusted, shall be paid for at the contract unit prices each for Adjusting Inlets, Adjusting Manholes, Adjusting Valve Boxes, and Adjusting Monument Boxes.

For any of such types of these structures required to be adjusted but for which no separate item of payment is shown in the proposal for the specific type, payment shall be made under the item of Adjusting Miscellaneous Structures.

W-425.07 Drainage Structures

1. All inlets, manholes, and junction boxes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:
 - a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12 inches from top of pipe to bottom of top slab, before "stack" is used.
 - b. The minimum diameter for stack heights shall be thirty-six (36) inches.
 - c. The minimum distance between pipe openings shall be nine (9) inches.
 - d. For four-sided structures having openings in more than one corner, individual shop drawings must be submitted for prior approval.
2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct brick drainage structures (in place of concrete drainage structures), according to the standards specified below:

Brick construction shall be as follows:

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

3. No additional compensation shall be paid for brick structures. Brick and concrete shall not be used simultaneously in drainage structure walls. Walls of round structures shall be constructed of concrete only.
4. For all types of manholes, the top and bottom slab shall be as per applicable D.O.T. standards, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:
 - a. Top and bottom slabs shall have same thicknesses and reinforcements in any manhole structure.
 - b. The minimum slab thickness and reinforcement shall be 8 inches thick and #6 bars at 6-inch centers both ways.
 - c. 4-foot by 6-foot (4' x 6') or larger manholes, including circular manholes with inside diameter of 5-feet (5.0') or larger, shall have 10-inch thick slabs with #7 bars at 6-inch centers both ways.
 - d. Unless specified on the Plans, four-sided structures with both inside dimensions in excess of eight feet (8.0') and circular structures with inside diameter in excess of eight feet (8.0') shall not be covered by D.O.T. and the above criteria.
5. All grate inlets shall conform to the City of Tampa design standards.
6. Grates on inlets, as well as all other structures, shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.
8. The reinforcements and shapes for all drainage structures, unless directed by the Engineer otherwise, shall conform to the Plans and applicable design standards.
9. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the Contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.
10. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu D.O.T. Type 5 and 6 inlets and vice-versa without additional cost to the City. P-5 and P-6 inlets shall have 3-1/2-foot by 3-1/2-foot substructures unless oversize pipe is to be accommodated or otherwise directed by the Engineer. Legible, detailed plans of each inlet type shall be provided to the Contractor.

Side openings in curb and grate type inlets may be specified in the Plans or by the Construction Engineer to meet site conditions. The Contractor shall provide such openings without any additional cost.

11. When precast drainage structures are requested as substitutions for poured in place concrete structures, the Contractor shall meet the following additional requirements:
 - a. Minimum height of the base structure (manhole or inlet barrel), unless restricted by design, shall be 5 feet 0 inches before extending the structure height by another precast "barrel." The minimum height of the top (extension) precast "barrel" shall be 1 foot 6 inches. "Barrel" extensions of less than 1-foot 6-inch height shall be cast in place with continuous reinforcement.
 - b. Four-sided structures may be considered as an alternate to circular structures, but not the reverse.
 - c. For substructures for the City-type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use a 3-foot by 4-foot (inside dimensions) structure. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
 - d. When circular structures are precast in accordance with ASTM C-478, minimum wall thickness shall be six inches (6") thick or as specified in ASTM C-478 for larger diameter structures.
 - e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.
 - f. The Contractor shall submit shop drawings only as specified below:
 - (1) One each-typical for different type of structures.
 - (2) For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.
 - g. Provide schedule of manufacture of the structures. No compensation shall be paid to the Contractor for unusable precast drainage structures.
 - h. Provide material testing acceptance reports by a licensed private laboratory verifying:
 - (1) that the structures were constructed in accordance with details shown on the Plans and/or Shop Drawings;
 - (2) the exact design criteria adhered to; if more than one, identify which criteria

applies to which structures;

- (3) the project title, project number, file number, date cast, structure, plan sheet number and station;
 - (4) reinforcement size, spacing and amount;
 - (5) concrete placement, curing and strength, and verification of concrete cover on reinforcement; and
 - (6) that the testing laboratory stamp is placed on each structure prior to shipment.
- i. Cooperate with Department personnel regarding periodic inspection of the precast units and the precast operations.
12. All manhole and inlet structures shall be set on a minimum 6-inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the Plans or Specifications, or unless the Engineer determines a thicker layer is required due to soil and/or water conditions. All such coarse aggregate shall be completely enveloped in non-woven filter fabric as directed by the Engineer.
- Payment for the 6-inch thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be made from the select bedding material (stone) pay item, if available, or as extra work.
13. All casting covers, such as for inlets and manholes, shall bear the appropriate City of Tampa identification for storm sewers and for sanitary sewers, as shown on the Plans and directed by the Engineer.

* * *

SECTION 430 - PIPE CULVERTS AND STORM SEWERS

W-430.01 General

The work specified in this section consists of furnishing drainage pipe and mitered end sections, conforming to these specifications and of the particular types, sizes, and dimensions shown in the plans. This work shall include the installation of the pipe and mitered end sections at the locations called for, in conformity with the lines and grades given, and the furnishing and construction of such joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work as indicated in the plans.

W-430.02 Laying Pipe

General: Each section of pipe shall be inspected for defects before being lowered into the trench. All pipe shall be carefully laid, true to the lines and grades given, with hubs up and tongue end fully entered into the hub. When pipe with quadrant reinforcement, or circular pipe with elliptical reinforcement, is used, the pipe shall be installed in a position such that the manufacturer's marks designating "top" and "bottom" of the pipe shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe. Any pipe that is not in true alignment or which shows any settlement after laying shall be taken up and relaid without additional compensation.

Trench Excavation: The excavation of the trench for pipe culverts and storm sewers shall be as specified in Section 1.

Foundation: Where the foundation material is of inadequate supporting value, a suitable foundation shall be provided, as directed by the Engineer, by the removal of unsuitable material and replacing with suitable material as specified in Section 2. Where in the Engineer's opinion, the removal and replacement of unsuitable material is not practicable, he may direct alternates in the design of the pipeline, as required to provide adequate support. Should such alteration in the design result in an increase in the costs of the installation, an appropriate adjustment will not be considered as an adequate basis for extra compensation.

Pipe shall not be laid on blocks or timbers, or on other unyielding material, except where the use of such devices is called for in the plans.

Backfilling: The backfilling around the pipe shall be as specified in Section 2.

Plugging Pipe: When so shown in the plans, the ends of the pipe culverts shall be sealed with a masonry plug a minimum of eight (8) inches in thickness unless otherwise shown in the plans.

End Treatment: The end treatment required at each cross drain, side drain, or storm sewer pipe end is shown in the plans. Alternate types are permitted only when shown. Details

for each type of end treatment are contained in the standard index drawings.

As an exception to the above, when concrete mitered end sections are permitted, reinforced concrete U-endwalls may be used but shop drawings must be submitted to the Engineer for approval prior to use.

Metal pipe Protection: To protect corrugated steel or aluminum pipe embedded in a concrete structure, such as an inlet, manhole, junction box, endwall, or concrete jacket, a bituminous coating shall be applied to the surface area of the pipe within and 12 inches beyond the concrete or mortar seal prior to sealing.

The surface preparation, application methods (dry film thickness and conditions during application), and equipment used shall be in accordance with the coating manufacturer's published specifications.

All coating products used must be approved by the Bureau of Materials and Research, Florida Department of Transportation, Gainesville, Florida.

The cost of furnishing and applying the bituminous material shall be included in the contract unit price for new pipe.

W-430.03 Removing and Relaying Existing Pipe

Removal: If the plans indicate that existing pipe is to remain the property of the City, all existing pipe or pipe arch so indicated in the plans to be removed or that does not conform to the lines and grades of the proposed work and that is not to be relaid, shall be taken up and stacked neatly along the right of way, as directed by the Engineer. Due care shall be exercised to prevent damage to salvageable pipe during removal and stacking operations.

Relaying: Where so shown in the plans, existing culvert pipe shall be taken up and cleaned and shall be relaid in the same manner as specified for new culvert pipe. Where necessary, existing metal pipe or pipe arch shall be straightened before it is relaid.

W-430.04 Placing Pipe Under Railroad

General: Pipe culverts to be constructed under railroad tracks shall be constructed in accordance with the requirements of the railroad company.

Unless the specific provisions specifically stipulate that the work of shoring under the tracks, and sheeting and bracing of the trench, is to be done by the railroad company, all such work required by the railroad company or deemed necessary by the Engineer in order to assure safe and uninterrupted movement of the railroad equipment, shall be done by the Contractor at his expense.

Requirements of the Railroad Company: The method of installation shall be as required by the railroad company as specified in the specific provisions.

When the general method of installation which the railroad company will require is indicated in the plans, such method and any other specific details of the installation which might be indicated in the plans, shall not be changed without written approval of the Engineer, after the approval (or the direction) for such change has been obtained from the railroad.

Notification to Railroad Company; The Contractor shall notify the railroad company of the date on which he expects to begin the work of placing pipe under the railroad tracks at least ten days prior to such date.

Placing Pipe by Jacking: When the placing of the pipe through the railroad embankment is done by the jacking method, the details of the jacking method to be used must be approved by the Engineer and the railroad company before the work is started.

Use of Tunnel Liner: When the railroad company requires that a tunnel liner be used for placing the pipe in lieu of the jacking method, separate payment for the tunnel liner material will be made only in cases where the plans or specifications do not specifically provide that a tunnel liner will be required; in which cases the City will reimburse the Contractor for the actual cost of the liner, delivered at the site. Such cost shall be based on a liner having the minimum gauge acceptable to the railroad.

W-430.05 Specific Requirements for Concrete Pipe

Sealing Joints:

(1) Round Concrete Pipe Other than Side Drain: For all round concrete pipe other than side drain pipe, the pipe joints shall be sealed by the use of round rubber gaskets. When rubber gaskets are used, the pipe joints shall meet the requirements specified in the Workmanship and Materials Section W-942. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt, and other foreign matter at the time the joints are made. In order to facilitate closure of the joint, application of an approved vegetable soap lubricant immediately prior to closing of the joint will be permitted.

(2) Side Drain Pipe: For all concrete pipe which does not have rubber-gasket joints, the joints shall be thoroughly wetted before the inside mortar is placed; and before succeeding sections of the pipe are laid, the lower half of the joint portion of the pipe in place shall be filled on the inside with cement mortar and the upper half of the tongue portion of the next joint wiped with cement mortar, both in sufficient thickness to bring the inner surface of the abutting pipe flush and even, when the pipe is laid. After the pipe is laid, the inside of the joint shall be wiped and finished smooth and a mortar bead not less than 3/4 inch thick shall be formed completely around the outside of the joint.

Laying Requirements for Concrete Pipe with Rubber Gasket Joints: For concrete pipe laid with rubber gasket joints, any deviation from true alignment or grade which would result in a displacement from the normal position of the gasket of as much as 1/4 inch, or which would produce a gap exceeding 1/2 inch between sections of pipe for more than 1/3 of the

circumference of the inside of the pipe, will not be acceptable and where such occurs the pipe shall be relaid without additional compensation. Where minor imperfections in the manufacture of the pipe cause a gap greater than 1/2 inch between pipe sections, the joint will be acceptable provided the gap does not extend more than 1/3 the circumference of the inside of the pipe. No mortar, joint compound, or other filler which would tend to restrict the flexibility of the gasket joint shall be applied to the gap.

Field Joints for Elliptical Concrete Pipe: Field joints for elliptical concrete pipe will be detailed in the plans or may be made with a preformed plastic gasket material. Pipe to be laid with joints made from preformed plastic material shall be subject to the following requirements:

(1) **General:** Installation shall be in accordance with the manufacturer's instructions and these specifications. The Contractor shall be responsible for obtaining a permanent watertight joint.

(2) **Material:** The preformed gasket material shall conform to the requirements of Section W-942.

(3) **Joint Design:** The pipe manufacturer shall furnish the Engineer with details in regard to configuration of the joint and the amount of gasket material required to effect a satisfactory seal. Joint surfaces which are to be in contact with the gasket material shall not be brushed or wiped with a cement slurry. Minor voids may be filled with cement slurry provided that all excess cement slurry is removed from the joint surface at the point of manufacture.

(4) **Primer:** Prior to application of the gasket material, a primer of the type recommended by the manufacturer of the gasket material shall be applied to all joint surfaces which are to be in contact with the gasket material. The surface to be primed shall be thoroughly cleaned and dry when the primer is applied.

(5) **Application of Gasket:** Prior to placing a section of pipe in the trench, gasket material shall be applied to form a continuous gasket around the entire circumference of the leading edge of the tongue and the groove joint in accordance with the detail entitled "Detail for Application of Gasket Material (Before Joint Pull-Up)." The paper wrapper on the exterior surface of the gasket material shall be left in place until immediately prior to joining of sections. The gasket material shall be checked to assure that it is bonded to the joint surface, immediately prior to placing a joint in the trench. Plastic gasket material shall be applied only to surfaces which are dry. A hand heating device shall be kept at the job site to dry joint surfaces immediately before application of the plastic gasket material. When the atmospheric temperature is below 60 degrees F., plastic joint seal gaskets shall either be stored in an area warm to above 70 degrees F., or artificially warmed to this temperature in a manner satisfactory to the Engineer.

(6) **Installation of Pipe:** Handling of a section of pipe after the gasket material has been affixed shall be carefully controlled to avoid displacement of gaskets or contamination of gasket material with dirt or other foreign material. Any gasket displaced or contaminated in handling of the pipe shall be removed and repositioned or replaced as directed. The pipe shall be installed in a dry trench. The bottom of the trench shall be carefully shaped so as to minimize the

need for realignment of sections of pipe after they are placed in the trench. Care shall be taken to properly align each section of pipe prior to the gaskets coming into contact. Realignment of a joint after the gaskets come into contact tends to reduce the effectiveness of the seal and shall be held to a minimum. When the pipes are joined, the entire joint shall be filled with gasket material and there shall be evidence of squeeze-out of gasket material for the entire internal and external circumference of the joint. Excess material on the interior of the pipe shall be trimmed to provide a smooth interior surface. After the pipe is in its final position, the joint shall be carefully examined to determine that the gasket material is satisfactorily adhering to all surfaces of the joint and that the entire joint is filled with gasket material. If a joint is defective, the leading section of pipe shall be removed and the joint resealed.

Requirements for Concrete Radius Pipe:

Design: Concrete radius pipe shall be constructed in segments not longer than four feet (along the pipe centerline), except where another length is called for in the plans or the specific provisions. Each segment shall be joined by round rubber gaskets. The pipe manufacturer shall submit details of his proposed joint and the segment length and shape for approval by the Engineer prior to manufacture.

Pre-Assembly: Prior to acceptance of the pipe, the manufacturer shall pre-assemble the entire radius section in his yard to assure a proper fit for all parts. This assembly may be made without gaskets at the option of the manufacturer. Upon satisfactory assembly, the joints shall be consecutively numbered on both the interior and exterior surfaces of each joint, and match marks showing proper position of joints shall be made. Installation on the project shall be in the order of pre-assembly.

W-430.06 Field Joints for Aluminum Pipe

General: Field joints for aluminum pipe shall be made with bands fabricated of the same alloy as the culvert sheeting and shall meet the requirements of AASHTO M 196.

Aluminum Cross Drains, Storm Sewers, and Gutter Drains: The provisions specified above for corrugated steel pipe for these installations shall apply also to aluminum pipe (for circular and helical corrugations) except that the material used in the bands and band connections for the alternate combination of joint materials shall be fabricated of the same alloy as the culvert sheeting.

W-430.07 Joints in Cast Iron Pipe

The provisions of Section 430 for mortaring and wetting inside the joints, as specified for concrete side drain pipe without rubber gaskets, shall apply to the inside joints of all cast iron pipe.

SECTION 2930

SODDING

PART 1: GENERAL

1.01 DESCRIPTION

A. Provide sodded lawns as shown and specified. The work includes:

1. Soil preparation.
2. Sodding lawns, athletic fields, and other indicated areas.
3. Maintenance.

B. Related work:

1. Section 2900: Trees, Plants, and Ground Covers.

1.02 QUALITY ASSURANCE

A. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.

B. Provide and pay for materials testing. Testing agency shall be acceptable to the Landscape Architect. Provide the following data:

1. Test representative materials samples proposed for use.
2. Soil analysis of existing conditions.
 - a. Soil pH and recommendations for correction. Ideal pH for Bahia is 5.0 - 6.5.
 - b. Nematode infestation check and recommendation for eradication.
 - c. Organic matter check and recommendation.
 - d. Starter fertilizer check and recommendations.

1.03 SUBMITTALS

A. Submit sod growers certification of grass species. Identify source location.

B. Submit the following material samples:

1. Topsoil.

- C. Submit the following material certification:
 - 1. Submit certificates of inspection as required by governmental authorities and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides and fertilizer materials; submit other data substantiating that materials comply with specified requirements.
- D. Submit soil analysis report.
- E. Bidders shall furnish, with their bid, evidence in writing that they maintain a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services. This evidence shall include, but not be limited to: a list of current contracts, their value, and a contact person with each firm; at least three references who can verify work of a similar nature done by your firm in the last three year; a list of owned and/or leased equipment available for use on this contract; a list of key personnel and a brief summary of their qualifications. Failure to provide the listed material may cause the Bidder to be deemed non-responsive. The City reserves the right to inspect the apparent low Bidder's place of business and equipment prior to contract of any bid to determine the responsibility and capability of the Bidder to perform the services. The City also reserves the right to solicit references in making judgment on the Bidder's ability to perform said services.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Cut, deliver and install sod within a 24-hour period.
 - 1. Do not harvest or transport sod when moisture content may adversely affect Sod survival.
 - 2. Protect sod from sun, wind, and dehydration prior to installation.
 - 3. Do not tear, stretch, or drop sod during handling and installation.

1.05 PROJECT CONDITIONS

- A. Work notification: Notify City of Tampa representative at least 7 working days prior to start of sodding operations.
- B. Protect existing utilities, paving and other facilities from damage caused by sodding operations.
- C. Perform sodding work only after planting and other work affecting ground surface has been completed.
- D. Existing soil to be amended as determined necessary from soil analysis, including: soil pH, nematode infestation, organic matter check and starter fertilizer check.

- E. Restrict traffic from lawn areas until grass is established.
- F. Provide hose and lawn watering equipment as required.
- G. The irrigation system will be installed prior to sodding. Locate, protect and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at this contractor's expense.

1.06 WARRANTY

- A. Provide a uniform stand of grass by watering, mowing and maintaining lawn areas until final acceptance and for a period of 90 days after acceptance. Resod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the City of Tampa representative.

PART 2: PRODUCTS

2.01 MATERIALS

- A. Sod: An "approved" nursery grown sod composed of Argentine Bahia (*Paspalum notatum* "Argentine").
 - 1. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.
 - 2. Furnish sod machine stripped and of supplier's standard width, length, and Thickness: Uniformly 1" to 1-1/2" thick with clean cut edges. Mow sod before stripping.
- B. Fertilizer:
 - 1. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
 - a. Type A: Starter fertilizer containing 16% nitrogen, 4% phosphoric acid, and 8% potash by weight or similar approved composition.
 - b. Type B: Top dressing fertilizer containing 31% nitrogen, 3% phosphoric acid, and 10% potash by weight or similar approved composition.
 - c. Ground Limestone: Containing not less than 85% of total carbonates and Ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.

C. Stakes

1. Steel, tee shaped pins, 4” head x 8” leg.

D. Water: Free of substance harmful to sod growth. Hoses or other methods of Transportation furnished by contractor.

E. Topsoil: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, reasonably free from clay lumps, coarse sand stones, plants, roots and other foreign materials with an acidity level as specified by type of sod.

1. Identify source location of topsoil.
2. Topsoil shall be fertilized.

PART 3 EXECUTION

3.01 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth.
Do not start sodding work until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. If area to be sodded has existing grass or vegetative cover, apply a non-selective Herbicide (Round-up) to area. Wait ten (10) days before continuing with prep work.
- B. Loosen topsoil of lawn areas to minimum depth of 8”. Remove stones over 1” in any dimension and sticks, roots, rubbish, and extraneous matter.
- C. Add 2” topsoil or organic material as required from organic matter check. Till into top 8” of existing soil.
- D. Grade lawn areas to smooth, free drainage and even surface with a loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions as required to drain.
- E. Apply limestone at rate determined by the soil test, to adjust pH of topsoil as specified in sod type. Distribute evenly by machine and incorporate thoroughly into topsoil.
- F. Apply “Type A” fertilizer as specified by manufacturer. Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to a depth of 3” by discing or other approved methods. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.

- G. Dampen dry soil prior to sodding.
- H. Restore prepared areas to specified condition if eroded, settled or otherwise Distributed after fine grading and prior to sodding.

3.03 INSTALLATION

- A. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod Strips. Do not overlay edges. Stagger strips to offset joints in adjacent courses. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains and seed areas.
- B. Do not lay dormant sod or install sod on saturated soil.
- C. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
- D. Peg sod on slopes greater than 3 to 1 to prevent slippage at a rate of 2 stakes per yd. of sod.
- E. Water sod thoroughly with a fine spray immediately after laying.
- F. Roll with light lawn roller to ensure contact with subgrade.
- G. Sod indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
- H. **Top dress all seams of sodded area with specified topsoil.**

3.04 MAINTENANCE

- A. Maintain sodded lawns for a period of at least 90 days after completion and acceptance of sodding operations.
- B. Maintain sodded lawn areas, including watering, spot weeding, mowing, Application of herbicides, fungicides, insecticides and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the City of Tampa representative.
 - 1. Water sod thoroughly every 2 to 3 days, as required to establish proper rooting.
 - 2. Repair, rework, and resod all areas that have washed out or are eroded. Replace undesirable or dead areas with new sod.

3. Mow lawn areas as soon as law top growth reaches a 3” height. Cut back to 2” height. Repeat mowing as required to maintain specified height. Not more than 40% of grass leaf shall be removed at any single mowing.
4. Apply “Type B” fertilizer to lawns approximately 30 days after sodding at a rate specified by the manufacturer. Apply with a mechanical rotary or drop type distributor. Thoroughly water into soil.
5. Apply herbicides as required to control weed growth or undesirable grass species.
6. Apply fungicides and insecticides as required to control disease and insects.

3.05 ACCEPTANCE

- A. Inspection to determine acceptance of sodded lawns will be made by the Landscape architect, upon contractor’s request. Provide notification at least 5 working days before requested inspection date.
 1. Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, disease, and insects.
- B. Upon acceptance contractor shall maintain area for 90 days. At the end of this period contractor shall request a final request a final maintenance inspection for acceptance.
- C. Upon acceptance at end of maintenance period the City of Tampa will assume lawn maintenance.

3.06 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the Work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from sodding operations.

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CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of February 9, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **The City of Tampa** a body corporate and political subdivision of the State of **Florida** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, **pavement widening on the SW corner adjacent to the tracks to add a north to west turning lane on Willow Avenue. The signal crossing arm on the SE corner will need to be extended to accommodate the extra lane. All within the Jacksonville Division, Tampa Terminal Subdivision at CSXT MP A 833.59 DOT 626304X.** (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

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- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

 - 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
 - 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
 - 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **one year from the date of this agreement**, unless the parties mutually agree to extend such date.
3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

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4. Cost of Project and Reimbursement Procedures

- 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.
- 4.3 Payment Terms.
- 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
- 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.
- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement:
- (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and
 - (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

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4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations. Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

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- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.
- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

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11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

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13. “Entire Agreement”. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:
- | | |
|---------------|--|
| If to CSXT: | CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects |
| If to Agency: | City of Tampa
306 E. Jackson Street
Tampa, FL 33602
Attention: Jean W. Duncan, PE
Director of Transportation and Stormwater Services Dept. |
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law. This Agreement shall be governed by the laws of the State of **Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

THE CITY OF TAMPA

By: _____

Bob Buckhorn

City of Tampa Mayor

Attest;

City Clerk

Legal Review:

City Attorney

Assistant City Attorney
Julie Hardy

CSX TRANSPORTATION, INC.

By: _____

Tony C. Bellamy

Director Project Management – Public Projects

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**EXHIBIT A
ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Removal and disposal of asphalt, pavement, brick, trees and other debris as required to accommodate road widening.
 - 2. Relocation and installation of 4' concrete sidewalk and detectable warning mats
 - 3. All milling, paving, striping and pavement marking
 - 4. Placement of traffic signs
 - 5. Traffic control and police protection as may be required
- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Replacement and lengthening of the crossing arm in the SE quadrant
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of CSXT.

**Tampa, Hillsborough Co., FL
Intersection improvements at Willow Ave and Kennedy Blvd
to include replacement of a signal crossing arm
to accommodate roadway widening adjacent to the tracks
at CSXT MP A 883.59 DOT 626304X Tampa Terminal Subdivision**

CSXT OP# FL2191

EXHIBIT B

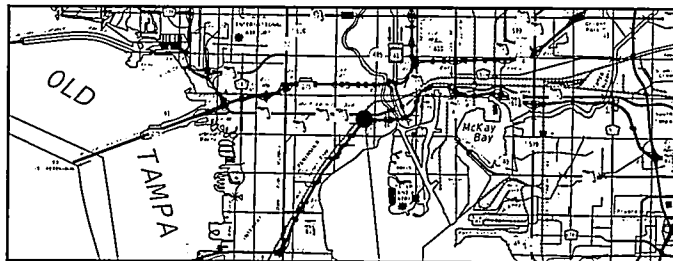
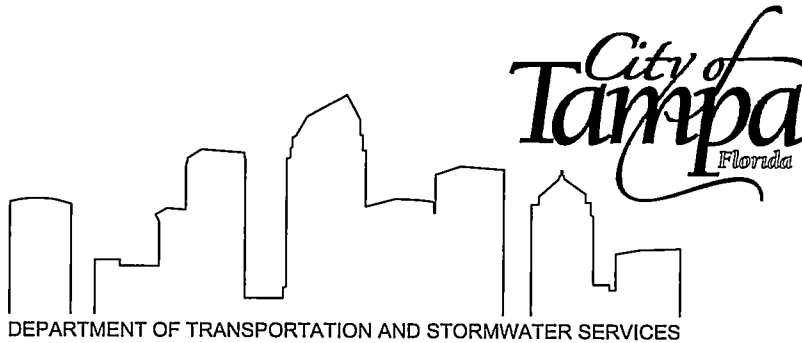
PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval.

In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

SHEET	DESCRIPTION	PREPARER	DATE
1 of 6	Coversheet & Vicinity Map	Ayres Associates	11/28/2017
2 of 6	Typical Section	Ayres Associates	11/28/2017
3 of 6	General Notes	Ayres Associates	11/28/2017
4 of 6	Plan View	Ayres Associates	11/28/2017
5 of 6	Signing and pavement marking plan	Ayres Associates	11/28/2017
6 of 6	Storm water Pollution Prevention Plan	Ayres Associates	11/28/2017



FINAL
NOVEMBER 2017

AVRES
ASSOCIATES

8875 Hidden River Parkway
Suite 200
Tampa, Florida 33637-1035
(813) 978-8688
Certificate of Authorization No. 4356

INDEX OF DRAWINGS	
SHEET	DESCRIPTION
1	COVER SHEET & VICINITY MAP
2	TYPICAL SECTION
3	GENERAL NOTES
4	PLAN VIEW
5	SIGNING AND PAVEMENT MARKING PLAN
6	STORMWATER POLLUTION PREVENTION PLAN

PROJECT LOCATION

PROJECT PLANS
WILLOW AVE. AT KENNEDY BLVD.
INTERSECTION IMPROVEMENT
CIP #1000979

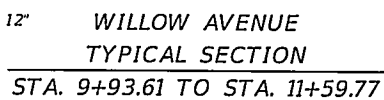
DATE: 11/28/2017

CERTIFIED AND APPROVED BY:



Hisham N. Sunna, P.E.
P.E. No. 52114

Baudon, Maria - L:\07022301_WillowKennedy\roadway\Willow Avenue Final.dwg Plotted on November 29, 2017

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.004 F.A.C.



POSTED SPEED = 30 MPH

				DES: JGC DATE: NOV 2017	 CITY OF TAMPA DEPARTMENT OF TRANSPORTATION AND STORMWATER SERVICES	WILLOW AVE. AT KENNEDY BLVD. INTERSECTION IMPROVEMENT TYPICAL SECTION	S.D. 8 Sh. 2	 6815 Wilson Road, Port St. Joe, IN 46783 Phone: 317-237-0333 Fax: 317-237-0333 Email: info@avres.com Website: www.avres.com
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Source: L:\67027301_WB06\67027301\WB06\67027301.dwg
Layout= 02-Topical Section Plotted- Nov. 29, 2017 05:53 PM sheet size A3(5) full bleed B (17.00 x 11.00 inches)

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Source: \\l:\67022301_WebContent\yaddag\Wade Avenue Final.dwg
 Plotted - Nov 29, 2017 05:33 PM Sheet Size ANSI A4 Size B (17.00 x 11.00 inches)
 Layout - 03-General Notes

- TREE EQUIVALENCY TABLE** - TREE EQUIVALENCY CREDIT FOR REMOVAL OR REPLACEMENT: IN DETERMINING THE NUMBER OF NATIVE TREES TO BE SHADDED OR REPLACED FOR REMOVAL OR REPLACEMENT OF THE PROTECTED TREE OR GRASSY TREE, THE TREE EQUIVALENCY TABLE SHALL BE USED. AT LEAST 50% (50 PERCENT) OF THE REPLACEMENT TREES PLANTED ON A PARCEL SHALL BE SHADE TREES. AT LEAST 50% (50 PERCENT) OF THE REPLACEMENT TREES PLANTED ON A PARCEL SHALL BE NATIVE TREES. PALM TREES SHALL BE REPLACED ONE (1) FOR ONE (1) WITH RECOMMENDED TREES.

• REPLACE WITH SARAI PALM

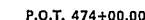
- TRAFFIC CONTROL NOTES:

6. EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED AT ALL TIMES.
7. THE CONTRACTOR SHALL ADHERE TO FDOT STANDARD INDEX 600 WITH REGARDS TO DROP OFFS IN WORK ZONES.

1. PAVEMENT MARKINGS SHALL BE PLACED AS SHOWN IN THE PLANS WITH THE APPROPRIATE FDOT DESIGN STANDARD INDEX AND MUTCD ADHERENCE. ALL PAVEMENT MARKINGS SHALL BE REINSTALLED ACCORDING TO EXISTING MARKINGS UNLESS OTHERWISE NOTED.



2. CAUTION SHOULD BE EXERCISED WHILE RELOCATING EXISTING SIGNS SO AS TO PREVENT DAMAGE TO THE SIGNS. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. THE SIGN AND PAVEMENT MARKING LOCATIONS ARE APPROXIMATE AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE ENGINEER.
4. STREET SIGNS, STREET MARKERS, AND RIGHT-OF-WAY MARKERS SHALL BE REMOVED AND RELOCATED AS DIRECTED BY THE ENGINEER. ANY LOST OR DAMAGED SIGNS OR MARKERS SHALL BE REPLACED.
5. ANY EXISTING SIGNS TO REMAIN THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE RESET TO CURRENT STANDARDS FOR RESURFACING AND RELOCATED.
6. ALL TRAFFIC PAVEMENT STRIPES AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC. IF REMOVAL OF EXISTING MARKINGS IS REQUIRED, IT SHALL BE DONE BY HYDRO-BLASTING OR BY HOT AIR BLOWING. NEW MARKINGS SHALL BE PLACED IN ACCORDANCE WITH CURRENT FDOT STANDARD INSTRUCTIONS.

1. ANY TRAFFIC SIGNAL EQUIPMENT RELOCATION WILL BE DONE BY CITY FORCES, CONTACT VK BHIDE 274-8066 WHEN THE INITIAL PAVEMENT MARKINGS ARE COMPLETED.

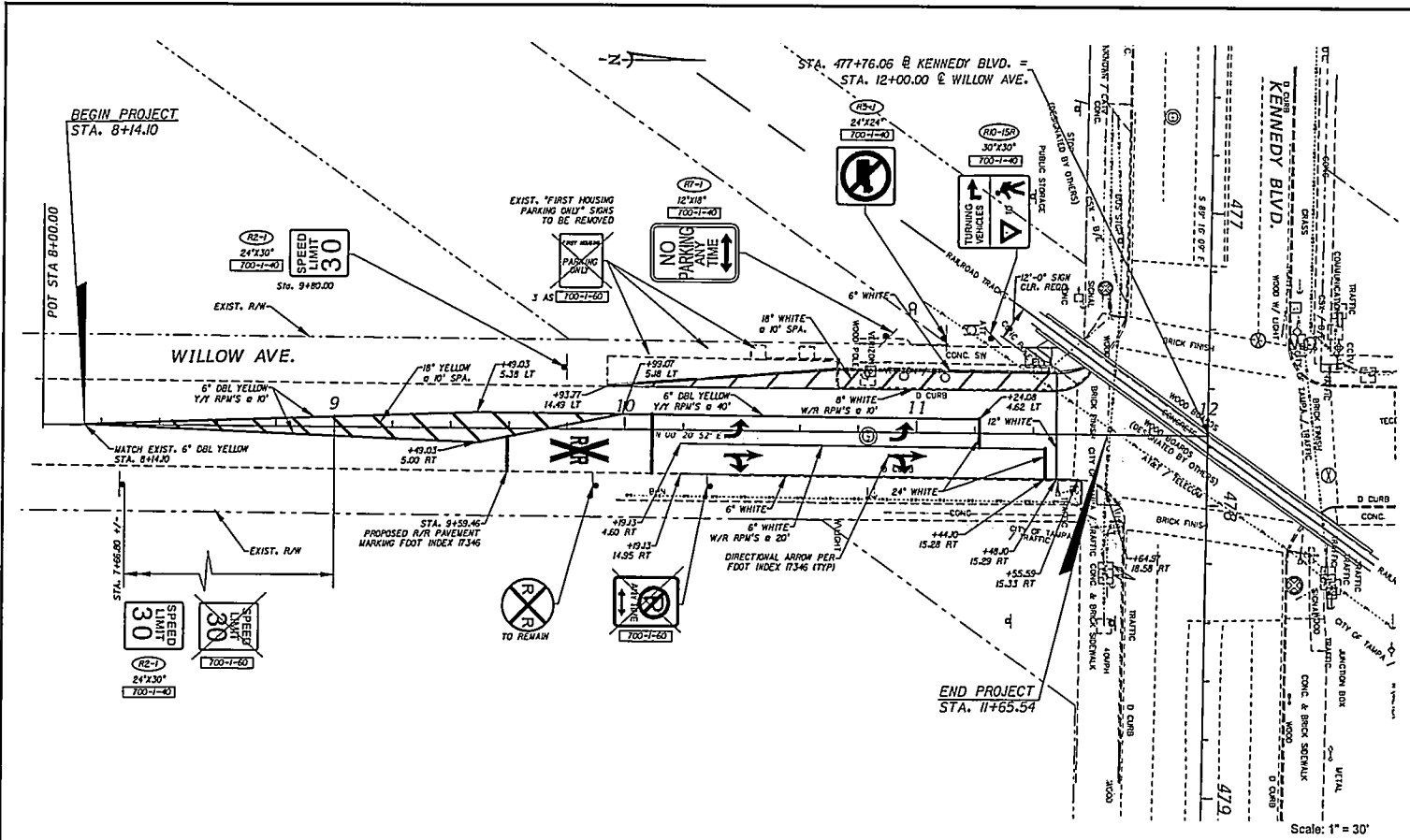


P.O.T. STA. 482+00.00



CONTROL POINTS BASE LINE SURVEY KENNEDY BLVD.
INFORMATION PROVIDED BY COMPREHENSIVE ENGINEERING SERVICES, Inc.

				CDS JCC DRS JCC CDS JCC DATE NOV 2017	 CITY OF TAMPA DEPT. OF TRANSPORTATION AND STORMWATER SERVICES	WILLOW AVE. AT KENNEDY BLVD. INTERSECTION IMPROVEMENT GENERAL NOTES	R.O. 8 SHEET 3 OF 6	 AVRES ASSOCIATES 8015 Wilson Blvd., Suite 200 Tampa, Florida 33637-0131 (813) 961-1000 Fax: (813) 961-1001 E-mail: info@avres.com Website: www.avres.com
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Background: L. V. 10/22/2017, 10:00 AM (10/22/2017) Willow Avenue (R/W) 477
 Location: 477 Willow Avenue, Willow Avenue (R/W) 477
 Project: 477 Willow Avenue, Willow Avenue (R/W) 477



Scale: 1" = 30'

				DESIGNED BY: JGC	 CITY OF TAMPA DEPARTMENT OF TRANSPORTATION AND STORMWATER SERVICES	WILLOW AVE. AT KENNEDY BLVD. INTERSECTION IMPROVEMENT		NO. 8	 4775 Wilshire Blvd. Suite 200 Tampa, Florida 33611-0115 (813) 981-1000 Professional Engineer No. 41364 Expiration Date: 12/31/2018
				CHECKED BY: JGC		SIGNING AND PAVEMENT MARKING PLAN		SH. 5	
				DATE: NOV 2017				OF 6	
NO.	DATE	BY	REVISION						

Revision: 1.0 10/21/2017 Willow Ave. at Kennedy Blvd. Intersection Improvement Project, Phase 1, Civil
Location: Oak County
Project: Willow Ave. at Kennedy Blvd. Intersection Improvement Project, Phase 1, Civil
Scale: 1" = 40' (Horizontal) 1" = 10' (Vertical)

The following narrative of the Stormwater Pollution Prevention Plan is for the Willow Ave. at Kennedy Blvd. intersection improvement project and contains references to the FDOT Specifications, the Design Standards, and other sheets of these Construction Plans. The first sheet of the Construction Plans (called the Key Sheet) contains an index to the other sheets. The complete Stormwater Pollution Prevention Plan includes several items: this narrative description, the documents referenced in this narrative, the contractor's approved Erosion Control Plan required by FDOT Specification Section 104, and reports of inspections made during construction.

1.0 SITE DESCRIPTION:

1.a. Nature of Construction Activity:

The project involves taper/widening on the west side of Willow Ave. & milling and resurfacing operations.

1.b. Sequence of Major Soil Disturbing Activities:

In the Sediment and Erosion Control Plan, provide a detailed sequence for all construction activities. Follow the sequence of major activities described below, unless the contractor proposes a different sequence that is equal or better at controlling erosion and trapping sediment and is approved by the Engineer.

For each construction phase, install perimeter controls after clearing and grubbing necessary for installation of controls but before beginning other work for the construction phase. Remove perimeter controls only after all upstream areas are stabilized.

1. Clearing and grubbing, earthwork.

1.c. Area Estimates:

Total area to be disturbed. Approximate 0.06 acres

1.d. Runoff Data:

Runoff Coefficients:
Before: 0.90
After: 0.90

Soil Data: N/A

Outfall Information: N/A

1.e. Site Map:

The construction plans are being used as the site maps. The location of the required information is described below. The sheet numbers for the plan sheets referenced are identified on the Key Sheet of these construction plans.

- Areas of soil disturbance. The areas to be disturbed are indicated in the plan view sheets.

1.f. Receiving Waters:

See Item 1.d for the outfall locations and receiving water names.

2.0 CONTROLS:

2.a. Erosion and Sediment Controls:

In the Sediment and Erosion Control Plan, describe the proposed stabilization and structural practices. As work progresses, adapt to seasonal variation.

For each construction phase, install perimeter controls after clearing and grubbing but before beginning other work for the construction phase. Remove perimeter controls only after all upstream areas are stabilized.

2.a.1. Stabilization Practices:

In the Sediment and Erosion Control Plan, describe the Stabilization practices proposed to control erosion. Initiate all stabilization measures as soon as practical, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased. The stabilization practices shall include at least the following, unless otherwise approved by the Engineer.

Dirt dams in standing or flowing water, are required to be wrapped in filter fabric or plastic with overlapping seams and secured on top, to prevent any dirt from being washed downstream during storm events or during normal flow. Provide enough of a hydraulic opening or keep the fill low enough to not back water up during normal flow of storm events to prevent flooding of properties upstream of the culvert.

Temporary:

- Artificial coverings in accordance with FDOT Specification Section 104.

2.a.2. Structural Practices:

In the Sediment and Erosion Control Plan, describe the proposed structural practices to control or trap sediment and otherwise prevent the discharge of pollutants from exposed areas of the site. Sediment controls shall be in place before disturbing soil upstream of the control. The structural practices shall include at least the following, unless otherwise approved by the Engineer.

Temporary:

- Sediment barrier in accordance with FDOT Specification Section 104.

Permanent

- Sod

2.b. Stormwater Management:

Not applicable because no stormwater management facilities are involved in the project.

2.c. Other Controls:

2.c.1. Waste Disposal:

In the Sediment and Erosion Control Plan, describe the proposed methods to prevent the discharge of solid materials, including building materials, to waters of the United States. The proposed methods shall include at least the following, unless otherwise approved by the Engineer.

- Providing litter control and collection within the project during construction activities.
- Disposing of all fertilizer or other chemical containers according to EPA's standard practices as detailed by the manufacturer.
- Disposing of solid materials including building and construction materials in a legal manner, not in surface waters or wetlands.

2.c.2. Offsite Vehicle Tracking & Dust Control:

In the Sediment and Erosion Control Plan, describe the proposed methods for minimizing offsite vehicle tracking of sediments and generating dust. The proposed methods shall include at least the following, unless otherwise approved by the Engineer.

- Covering loaded haul trucks with tarpaulins.
- Removing excess dirt from roads daily.
- Stabilizing construction entrances.
- Using roadway sweepers during dust generating activities such as grading.

2.c.3. State and Local Regulations For Waste Disposal, Sanitary Sewer, Or Septic Tank Regulations:

In the Section 104 Erosion Control Plan, describe the proposed procedures to comply with applicable state and local regulations for waste disposal, and sanitary sewer or septic systems.

2.c.4. Fertilizers and Pesticides:

In the Sediment and Erosion Control Plan, describe the procedures for applying fertilizers and pesticides. The proposed procedures shall comply with applicable subsections of Section 570 of the FDOT Specifications.

2.c.5. Toxic Substances:

In the Sediment and Erosion Control Plan, provide a list of toxic substances that are likely to be used on the job and provide a plan addressing the generation, application, migration, storage, and disposal of these substances.

3.0 MAINTENANCE:

In the Sediment and Erosion Control Plan, provide a plan for maintaining all erosion and sediment controls throughout construction. The maintenance plan shall at a minimum, comply with the following:


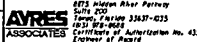
- Sediment barrier. Maintain per Section 104.

4.0 INSPECTIONS:

Provide the Engineer with a minimum of 24 hour notice prior to the weekly erosion control inspection required by FDOT Specification 104-7.1.

5.0 NON-STORMWATER DISCHARGES:

In the Section 104 Erosion Control Plan, identify all anticipated non-stormwater discharges (except flows from fire fighting activities). Describe the proposed measures to prevent pollution of these non-stormwater discharges.

				DES: JGC		WILLOW AVE. AT KENNEDY BLVD. INTERSECTION IMPROVEMENT		NO. 8	
				DWG: JGC		CITY OF OAK COUNTY	STORMWATER POLLUTION PREVENTION PLAN	SHEET 6 OF 6	
				CHK: JS		DEPARTMENT OF TRANSPORTATION AND STREETS SERVICES			
				DATE: NOV 2017					
NO.	DATE	BY	REVISION						

THE MATERIALS SHOWN ON THIS SHEET TO BE USED SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE DESIGNER AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.

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EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of February 9, 201~~8~~ as amended from time to time.

“Agency” shall mean the City of Tampa

“Agency Representative” shall mean the authorized representative of the City of Tampa.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its

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Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

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- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.

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2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

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IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

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XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 1

ACCT. CODE : 709 - FL2191

ESTIMATE SUBJECT TO REVISION AFTER:		9/23/2017	DOT NO.: 626304X
CITY: Tampa	COUNTY: Hillsborough		STATE: FL
DESCRIPTION: Willow Ave. @ Kennedy Blvd. Flagging, CE&I and replacement of a signal crossing arm to accommodate roadway widening on the SW corner adjacent to the tracks			
DIVISION: Jacksonville	SUB-DIV: Tampa Terminal		MILE POST: A 883.59
AGENCY PROJECT NUMBER:			
<u>PRELIMINARY ENGINEERING:</u>			
212 Contracted & Administrative Engineering Services			\$ -
Subtotal			<u>\$ -</u>
<u>CONSTRUCTION ENGINEERING/INSPECTION:</u>			
212 Contracted & Administrative Engineering Services			\$ 23,700
Subtotal			<u>\$ 23,700</u>
<u>FLAGGING SERVICE: (Contract Labor)</u>			
070 Labor (Conductor-Flagman)			\$ -
050 Labor (Foreman/Inspector)			\$ 30,240
070 Additive 113.98% (Transportation Department)			\$ -
050 Additive 118.39% (Engineering Department)			\$ 35,801
230 Per Diem (Engineering Department)			\$ 4,500
230 Expenses			\$ -
Subtotal			<u>\$ 70,541</u>
<u>SIGNAL & COMMUNICATIONS WORK:</u>			\$ 21,681
<u>TRACK WORK:</u>			\$ -
<u>PROJECT SUBTOTAL</u>			\$ 115,922
900 <u>CONTINGENCIES:</u>	10.00%		\$ 11,592
GRAND TOTAL *****			<u>\$ 127,514</u>
<u>DIVISION OF COST:</u>			
Agency	<u>100.00%</u>		\$ 127,514
Railroad			\$ -
TOTAL *****			<u>\$ 127,514</u>

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida

Estimated prepared by:

J. Hudgins

Approved by:

JAS

CSXT Public Project Group

DATE: 3/27/2017

REVISED:

DATE: 04/05/17

**Tampa, Hillsborough Co., FL
Intersection improvements at Willow Ave and Kennedy Blvd
to include replacement of a signal crossing arm
to accommodate roadway widening adjacent to the tracks
at CSXT MP A 883.59 DOT 626304X Tampa Terminal Subdivision**

CSXT OP# FL2191

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:

- a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
- b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:

CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

- c. The Name and Address of the Contractor and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.
- d. A description of operations and location must appear on the Declarations page and must match the Project description.
- e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
- f. Authorized endorsements must include:

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- (i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later

g. Authorized endorsements may include:

- (i) Broad Form Nuclear Exclusion - IL 00 21
- (ii) Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) An Endorsement that excludes TRIA coverage
- (iii) An Endorsement that limits or excludes Professional Liability coverage
- (iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (v) A Known Injury Endorsement
- (vi) A Sole Agent Endorsement
- (vii) A Punitive or Exemplary Damages Exclusion
- (viii) A "Common Policy Conditions" Endorsement
- (ix) Policies that contain any type of deductible
- (x) Any endorsement that is not named in Section 4 (f) or (g) above that CSXT deems unacceptable

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.

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SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated February 9, 2018, between the City of Tampa and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

Agmt
C

RESOLUTION NO. 2018- 33

A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF TAMPA ("CITY") AND CSX TRANSPORTATION, INC. ("CSXT"), PROVIDING FOR THE CITY TO REIMBURSE CSXT AN ESTIMATED AMOUNT OF \$127,514 FOR CONSTRUCTION COSTS OF CSXT IMPROVEMENTS RELATED TO THE CITY'S WILLOW AVENUE AND KENNEDY BOULEVARD INTERSECTION IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been deemed to be in the best interest of the City to enter into an agreement with CSXT to reimburse CSXT for costs estimated at \$127,514 for construction costs of CSXT improvements related to the City's Willow Avenue and Kennedy Boulevard intersection improvement project (the "Project"), which includes pavement widening on the southwest corner adjacent to CSXT tracks to add a north to west turning lane on Willow Avenue and extend the signal crossing arm to accommodate the extra lane width across the southern part of the Willow Avenue intersection; and

WHEREAS, the estimated cost of \$127,514 and will be paid from the appropriate account(s) more particularly set forth, below.

NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Construction Agreement between the City and CSXT, a copy of which is attached hereto and incorporated by reference is hereby approved in substantially similar form.

Section 2. That the Mayor of the City of Tampa is authorized to execute and the City Clerk/Deputy City Clerk to attest and affix the Official Seal of the City of Tampa to said Agreement on behalf of the City.

Section 3. This Construction Agreement provides for the reimbursement in the estimated amount of \$127,514 to CSXT for construction costs related to the Willow Avenue at Kennedy Boulevard Intersection Improvements Project within the Interbay District Transportation Impact Fee Construction Capital Projects Fund for use by the Transportation and Stormwater Services Department.

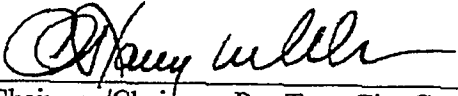
B2018-24

Section 4. That the proper officers and staff of the City of Tampa are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the terms and conditions of this Resolution and attached agreement.

Section 5. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on

JAN 11 2018


~~Chairman~~ Chairman Pro-Tem, City Council

ATTEST:


~~City Clerk/Deputy City Clerk~~

Approved as to Form
And Legal Sufficiency By:

e/s Julie Hardy
Assistant City Attorney

K:\Julie Hardy\Transportation\CSX Construction Agreement Willow-Reso.doc